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Current Topics.

The Ex-Lord Mayor's Appeal for Belgian Children

WE DESIRE to call attention to the appeal of Sir CHARLES WAKEFIELD, as Lord Mayor of London, on behalf of the children of Belgium. In the summer his committee—the National Committee for Relief in Belgium—issued a statement as to the efficacy of the work of relief, of which we gave an account at the time (60 SOLICITORS' JOURNAL, p. 614). The gist of it was that Mr. HEMPHILL, an American gentleman of high business position, who is the hon. treasurer of the Neutral Commission for Relief, had personally investigated the working of the relief scheme, and was convinced that the relief supplies sent into Belgium reach in their entirety the Belgian people. We regret to see it stated this week that altogether some dozen relief ships have been lost, though it may be hoped that they have in some way been made good. It was said at that time that there were 600,000 children in Belgium entirely dependent on the charity of the outside world, and that a large percentage of the remaining 2,000,000 children up to the age of sixteen were practically dependent upon relief. The state of things has not improved since then, and Sir CHARLES WAKEFIELD'S present appeal is on behalf of the children. The case is urgent; it deserves the emphatic terms in which the appeal calls attention to it, and we do not doubt it will receive consideration notwithstanding other numerous demands of a public and private nature.

The Deportation of Belgian Workmen.

IN LAST summer's statement as to the condition of things in Belgium, to which we have just referred, it was said that Belgian workmen declined to work for the German authorities. The sequel to this has been the slave raids to which attention was called in Wednesday's *Times*, and on which we have received a note, which we print elsewhere, and which will appear in the next number of *International Law Notes*. The fact appears to be that a large number of Belgian workmen, estimated at not less than 15,000, have been taken from places in the military zone—that is, the part of Belgium subject to German military authority, as distinguished from the part

subject to German civil administration—and deported to districts away from their homes, where they are compelled to do work; in some cases, at least, for military purposes. It is somewhat futile, perhaps, to argue that any act of the German military authorities is contrary to international law, but the view is held by many good authorities that the present system of deportation for compulsory labour is a flagrant breach of it; and as to this there seems to be no doubt. It has to be admitted that the rights of a belligerent, in regard to the population of occupied territory, have been the subject of controversy; but this has been mainly on the right of the invaders to require their services as guides. The Hague Convention of 1899 on the Laws of War on Land laid down generally that "any compulsion on the population of occupied territory to take part in military occupations against its own country is forbidden" (Art. 44). At the Conference of 1907 this was the subject of conflicting amendments, and ultimately a second paragraph was inserted in Art. 23, as follows:—

> A belligerent is likewise forbidden to compel the nationals of the adverse party to take part in the operations of war directed against their own country, even when they have been in his service before the commencement of war.

And Art. 44 was amended as follows:

> Any compulsion on the population of occupied territory to furnish information about the army of the other belligerent, or about his means of defence, is forbidden.

But while the new part of Art. 23 was accepted unanimously, Germany and some other Powers took exception to the new Art. 44, the objection of Germany being, apparently, that the case was covered by the new part of Art. 23, and that it was undesirable to make express prohibition of specific matters which were already subject to a general prohibition (see Dr. Pearce Higgins' Hague Peace Conferences, p. 265 *et seq.*).

The Limits of Forced Service.

The result of the matter, so far as the above provisions of the Hague Conferences go, is that there is a general prohibition against the people of the occupied territory being compelled to take part in the operations of war; and, apart from any question of the obligation of the Conventions of 1907, it is probably safe to say that this represents the present state of International Law. It covers the case in question so far as the deported Belgian workmen are compelled to work on the construction of camps, or otherwise to take part in labour which has a military object. But so far as they are forced to give ordinary labour in order to replace German workmen who are serving in the armies, the matter depends on different considerations; and again we may for convenience refer to the Hague Conventions. The relevant provision seems to be Art. 53 of Convention IV. of 1907 on "The Laws and Customs of War on Land." This is as follows:—

> "Neither requisitions in kind nor services can be demanded from countries or inhabitants except for the necessities of the army of occupation. They must be in proportion to the resources of the country, and of such a nature as not to imply for the population any obligation to take part in military operations against their country.
>
> These requisitions and services shall only be demanded on the authority of the commander in the locality occupied.
>
> Supplies in kind shall as far as possible be paid for in ready money; if not, their receipt shall be acknowledged, and the payment of the amount due shall be made as soon as possible.

It should be added that under Art. 43 the occupying authority is to take all steps in its power to "ensure, as far as possible, public order and safety, while respecting, unless absolutely prevented, the laws in force in the country." Thus it will be seen that the invader is not debarred altogether from calling on the population of the conquered territory for assistance, but this is limited to the support of his forces in the particular district. And the statement in Hall's International Law (6th ed., p. 474) is to the same effect. The invader "may compel the inhabitants to supply him with food; he may demand the use of their horses, carts, boats, rolling-stock on railways, and other means of transport; he may oblige them to give their personal services in matters which do not involve military action against their sovereign." But there is nothing here about forced labour for civil purposes, nor, of course, of deportation for labour elsewhere—the ancient Egyptian method of warfare. Our contemporary, *International Law Notes*, calls loudly for neutral intervention, and urges that the matter is peculiarly within the province of the Pope. We are naturally inclined, in view of past and present conditions, to doubt the result of such an appeal; but if it can effectually be made we should certainly desire to support it.

The Late Mr. Purcell.

We regret to hear that Mr. Purcell, whose interesting Reminiscences were recently noticed in these columns, has died suddenly as the result of an operation. Mr. Purcell had practised for forty years at the Old Bailey, and probably no one knew better than he the mental idiosyncrasies of a common jury. Since he never found his way into the charmed circle of Treasury practitioners, his business was chiefly that of an advocate for the defence; and, like most men who specialize in this direction, he tended to look on criminal advocacy as an instrument for securing the escape of prisoners. To put it otherwise, he had a sporting sympathy with the fox rather than with the hounds. His sympathies were not changed by reflecting on the iniquities of the fox in its dealings with crops and poultry-yards, if one may use a somewhat daring analogy. Even when sitting in court listening to cases other than his own, he always evinced his strong sympathy with the defence rather than the prosecution by good-natured, not to say eager, hints to inexperienced defending counsel. He was a humane man, whom practice in a somewhat brutalizing and cynical atmosphere never rendered callous. The feature in criminal administration which interested him most was its provision for the reformation, rather than vindictive punishment, of the criminal; and in his recent book he has borne testimony to the great improvement which the last four decades have witnessed in this direction. Our criminal jurisprudence of to-day, although it still has grave defects in fair dealing and sympathetic vision, he regarded as enlightened indeed when compared with that of his youth.

Prosecutions under the Defence of the Realm Acts.

In view of recent convictions under the Defence of the Realm Regulations—the latest being that of Mr. Arnold Lupton—it is important to notice the particular provisions under which such prosecutions are undertaken. The Regulations, of course, take their origin from, and are restricted in their scope by, the Defence of the Realm Acts, and the Consolidation Act of 1914 authorizes generally the making of regulations "for securing the public safety and the defence of the realm"; and in particular (*inter alia*) "(c) to prevent the spreading of false reports, or reports likely to cause disaffection to His Majesty, or to interfere with the success of His Majesty's forces by land or sea, or to prejudice His Majesty's relations with Foreign Powers"; and "(e) otherwise to prevent assistance being given to the enemy, or the successful prosecution of the war being endangered." These particular provisions, it will be noticed, are extremely wide, and if there were anything lacking in them, it would be made up by the previous general words which, as was held in *Zadig's case* (60 Solicitors' Journal, p. 290), are not to be restricted by the particular words. Upon this enactment is founded Regulation 27, which provides that no person shall, "by word of mouth, or in writing, or in any newspaper," &c.,

> (*b*) spread reports or make statements intended or likely to cause disaffection to His Majesty, or to interfere with the success of His Majesty's forces or of the forces of any of His Majesty's allies by land or sea, or to prejudice His Majesty's relations with foreign powers; or
>
> (*c*) spread reports or make statements intended or likely to prejudice the recruiting, training, discipline, or administration of any of His Majesty's forces.

With the particular circumstances in the recent cases, and the convictions in them, we do not propose to deal. They raise controversial matters, and we prefer to leave them to the

courts, which have had fuller information, and have given fuller consideration than is possible for the public. It is, however, important to notice that a distinction must be observed between such statements as are really within the mischief of the Acts and Regulations, and the free expression of opinions as to the sooner or later conclusion of the war, and generally as to the conduct of the war. It is impossible to assume that the right to express such opinions—whether they are distasteful to the majority or no—has been taken away, and the longer the war lasts the more important will it be that no executive or judicial process should interfere in this respect with the elementary rights of citizenship.

Gifts of Residue "Free of Duty."

An interesting decision as to the payment of legacy duty on a gift of a life interest in residuary estate has been given by the Court of Appeal in *Re Kennedy* (reported elsewhere). It seems obvious that a direction in a will that legacies and bequests shall be "free of all death duties" cannot apply to absolute interests in shares in the residue; for the residue is the fund out of which they must be paid. Accordingly, in *Re Dalrymple* (49 W. R. 627), where there was a direction that "all legacies, devises, and bequests" should be free of legacy duty, and the residue was given in shares, it was held that each share must pay its own legacy duty. In the earlier case of *Londesborough* v. *Somerville* (19 Beav. 295, 301) a similar principle was applied to a gift of the income of residue, but the matter does not seem to have been much considered. Romilly, M.R., "intimated his opinion to be that the legacy duty on the income given to Lord Londesborough was not payable out of the general personal estate." A similar question arose in *Re Kennedy* (*supra*). The testator directed that "all the legacies, annuities, and bequests" bequeathed by his will should be paid free of all death duties, and he created a mixed fund of the proceeds of sale of real and personal estate, out of which he directed death duties to be paid, and he created a life interest in the residue. Astbury, J., held that this life interest was not within the direction for payment free from duties, since the residue was not ascertained till the death duties were paid. But the Court of Appeal declined to take this somewhat technical view. The gift of the life interest was a "bequest," and there was no difficulty in giving effect to the direction that the duty on this should be paid out of residue, although such a gift would be meaningless as regards the capital of the residue.

Warranty by Description in Marine Insurance Policy.

At first sight one is rather inclined to feel that the Privy Council Committee overlooked, in deciding *Yorkshire Insurance Co.* v. *Campbell* (*Times*, 24th ult.), the well-known maxims, *Falsa demonstratio non nocet* (Broom's Legal Maxims, 8th ed., p. 483) and *Simplex commendatio non obligat* (*ibid.*, p. 617). But on second thoughts one remembers that the contract of marine insurance, unlike that of sale, is a contract *uberrimæ fidei*, to which the maxims of conveyancing or the market place are not really relevant. The consignor of a horse insured it on a sea voyage, and in the body of the marine insurance policy he described the cargo by words which went on to state that the horse was "by Soult out of a St. Paul mare and five years old." In other words it was a pedigree horse and therefore more valuable. Usually such statements appear only in the proposal form and are not incorporated in the policy. Now the horse was lost, and to an action on the policy there was set up the plea that the horse had not the pedigree alleged, so that the warranty of pedigree was false; it was claimed that the words referred to above amounted to a "warranty of fact," and were an essential term of the contract; so that if the warranty was incorrect the contract was void. Of course, had the erroneous statement as to the pedigree of the animal appeared only in the proposal form for insurance, it would not have been a term of the policy, and the contract would not have been affected by its truth or falsity unless the insurers had been induced to enter into the contract by the statement—which, obviously, could not be the case. But the rule as to "warranties" in a policy of marine insurance is very different from the rule as to representations made in the course of the negotiations; the former are an absolute warranty concurrent with the promises of the insurer, so that breach of such warranty *ipso facto* annuls the policy. Thus the question becomes one of whether or not the words quoted are to be taken seriously as a warranty of fact or rejected as mere ornament or surplusage (*i.e.*, *Simplex commendatio*). Conveyancers would probably think the latter interpretation the more reasonable, but the former was the view which commended itself to the Judicial Committee.

Damage Done by Mischievous Boys.

Three unruly boys, "old enough to know better"—for they were between fifteen and sixteen years old—were brought before the Children's Court at Douglas, Isle of Man, charged with placing an obstruction on the line of the Manx Railway, so that the engine of the train was derailed and damaged. The offence had all the features of deliberation. The boys placed heaps of sand on the metals of the railway, with their initials on the different heaps, and awaited the coming of the train which ran into the heaps and struck the rock face of the cutting, whereby the engine was damaged and the fireman had his collar-bone broken. The stipendiary magistrate reprimanded the boys, and fined the parents 40s. in each case. We are not quite satisfied with this decision. The Isle of Man has laws of its own, but we presume that the magistrate acted under the Children Act, 1908, s. 99, by which the Court may direct that a fine shall be paid by the parent, unless he has not conduced to the commission of the offence by neglecting to exercise due care of the delinquent. We have nothing to say against the direction that the fines should be paid by the parent, but the boys, who were not likely to care for reprimands, went their ways unpunished, though, if ever juvenile offenders deserved whipping, they did. Malice supplies the place of age, and there was the strongest evidence of mischievous discretion on their part. The offence of which they were guilty was one of singular wickedness, alarming on account of its frequency, the great damage which attends it, and the ease with which the harm may be done. We cannot believe that the public opinion of the Isle of Man would have been shocked by the corporal punishment of these young malefactors.

Christian Science.

We stated recently (*ante*, p. 2), in commenting on the case of *R.* v. *Durder*, that certain sections of the Christian Scientist movement hold the theory that diseases can be cured by cold water treatment, accompanied by fasting. We are informed by Mr. W. K. Primrose, an official of the Christian Science Committees on Publication, that this is erroneous; that the Christian Scientists do not practise medicine, and that treatment in Christian Science consists solely of prayer—not prayer in the petitory sense as commonly understood, but prayer as set forth in the Christian Science text-book. Nor do they employ any material remedies or administer drugs, "nor recommend hygiene, manipulation, nor any system such as cold water treatment accompanied by fasting." We cannot print Mr. Primrose's letter at length, but this correction will remove any erroneous impression we may have caused. Persons interested in the question will find the legal status of Christian Science considered in a book by Judge Clifford P. Smith, published in Boston, Mass. Mr. Primrose informs us that the practice of Christian Science is expressly recognized in some ten of the States in America, and was recently upheld by the New York Court of Appeals in *The People of the State of New York* v. *Cole* under a Medical Act which preserved "the practice of the religious tenets of any church." We are afraid we cannot follow our correspondent into the particular cases in which the treatment has been successful, but we are glad for this modern application to be given to the old maxim—*Mens sana in corpore sano*.

Military Service and *Habeas Corpus.*

From the point of view of strict law, interpreted somewhat narrowly, the decision of the Divisional Court in *R.* v. *O. C. Morn Hill Camp, Ex parte Ferguson* (*Times*, 7th inst.), is perhaps right. But it takes away another of the few remaining safeguards of the liberty of the subject. Indeed, the point decided is of such overwhelming importance that we hope the opinion of a higher tribunal will be taken upon it. It will be within the recollection of our readers that two provisions of somewhat opposite tendency occur in the first section of the Military Service Act, 1916. There is one provision which says that the question whether or not any person is liable to military service must be decided by a civil (not a military) court. There is another which says that, in case of dispute in the course of any proceedings affecting such liability, the onus of proof is on any male person, alleged to be liable, to satisfy the Court that he is not so liable. The latter provision has a very serious effect, since proceedings to decide a dispute on this point can be, and in fact always are, initiated by an arrest or summons bringing the defendant before a petty sessional court as an absentee "without reasonable excuse" under section 15 of the Reserve Forces Act, 1882. If the bench are not satisfied that the defendant is either outside the Act altogether (*i.e.*, an alien or a person over forty-one years), or within one of the exceptions to it (*e.g.*, a clergyman or invalided soldier or a person not "ordinarily resident" in Great Britain), or the holder of a certificate of exemption for the time being, then the defendant is handed over to military custody. He has an appeal to quarter sessions, and can ask for a "case stated"; but the conditions precedent to exercise of those rights make them useless to the average man without a legal adviser or ready money; he is "out of time" for appeal before he has found the means to give the necessary notices and enter into the necessary recognizances.

In these circumstances it has hitherto been generally taken for granted by constitutional lawyers that he can still question the correctness of the magisterial decision by bringing a writ of *habeas corpus* to raise the point in dispute. This is the remedy which existed at common law to question an improper extradition order on the part of justices, and it has been preserved in such cases by section 11 of the Extradition Act, 1870. But a Divisional Court has just held that *habeas corpus* will not avail to review magisterial proceedings under section 1 of the Military Service Act, 1916. The magistrate has jurisdiction, as the result of the Reserve Forces Act and that section, to decide disputes as to the liability of any male person to military service. His order, therefore, whether right or wrong, whether made on sufficient or without sufficient evidence, is *intra vires* and regular—unless and until corrected by some superior tribunal in the ordinary course of appeal (*Reg.* v. *Bolton*, 1 Q. B., at pp. 72-73). A commanding officer having custody of the applicant by virtue of that order has only to produce it on the return to a rule *nisi* in order to shew adequate cause against the issue of writ. The result is that the Court cannot interefere. This decision ignores completely the analogy of extradition proceedings at common law: see *Re Bauret* (14 L. J. M. C. 17), which, in fact, does not appear to have been before the Court when it gave its decision.

But another point in *R.* v. *O. C. Morn Hill Camp* (*supra*) is of equally great importance. In this case the applicant for *habeas corpus* was an Irishman born in Belfast, and registered there last year under the National Registration Act of 1915, who came to England so recently as October, 1915, owing to temporary unemployment in Belfast. He was about to return home when the Sinn Fein rebellion in April induced him to await events in England, with the result that he was arrested and charged as an absentee under the Military Service Act. Both the magisterial court and the Divisional Court have decided against him. It seems impossible to believe that Parliament intended to regard such persons as the applicant as being "ordinarily resident in Great Britain." Indeed, in the House of Commons Mr. Tennant, then the responsible Minister in that House, expressly stated that Irish labourers could visit England for work without any fear, as they were exempted under the statute; and, later on, the Board of Agriculture actually issued a circular inviting Irish labourers to come here for work, and expressly quoting the Ministerial declarations as to their immunity from service. In a private case, as between citizen and citizen, of course, such declarations and circulars would estop the person responsible from impugning the correctness of his view: but there are difficulties in the way of similarly holding the War Office to be estopped by a declaration of the Board of Agriculture, although both are servants of the Crown. It is also true that statements made in Parliament during the passing of an Act are not admissible as evidence of its meaning where ambiguous. But the issue of a circular by a responsible Minister, inviting people to act on his view of a statute, is surely *contemporanea expositio* of its meaning, and ought not to be overruled lightly. In both these aspects the case is one which deserves consideration in a superior court.

The Growth of Testamentary Expenses.

How much controversy and annoyance would have been saved if, before using some word or technical phase, the authors of many legal instruments had adopted the commendable habit of asking themselves whether they had sufficiently considered its import, whether their own definition was not vague or uncertain, and whether they knew exactly what it meant, and were not, in truth, using it in twilight. Take the familiar expression "testamentary expenses," one so common that the generality would consider there is little reason to doubt its meaning. In how many cases has it been used without adverting to its far-reaching meaning? And such reflections induce the remark that, to our way of thinking, the trend of some recent judicial decisions gives a new turn to any discussion, and may possibly serve to expand the preconceptions which many a busy practitioner may have derived from earlier tradition or from practice; at any rate, these decisions make it apparent that it is a serious and important problem whether, whenever different parts of a testator's estate are being given in different directions, the giver must not take care suitably to provide by whom the executors and trustees' costs in respect of each part shall be borne.

Light was thrown on the question when, in 1900, the profession was authoritatively, and as clearly, told that the words "testamentary expenses" cover the executors' costs of ascertaining who are the persons entitled to a legacy. As a matter of fact, in the case in question the expense of ascertaining the identity of the parties entitled to legacies was significant. Farwell, J., held that the expense was costs of administering the testator's estate, and was, therefore, a testamentary expense; and it was accordingly directed to be paid out of residue and not out of the legacies (*Re Baumgarten*, 82 L. T. 711). And in a more recent case of the distribution of a trust legacy, where the testator had been dead seventy years, and the person entitled to the income for her life had lived a very long time, Eve, J., held that the words "charges of the execution of my will" were equivalent to testamentary expenses, and, in pursuance of a direction for payment of such charges out of residue, charged the residue with the very heavy costs of ascertaining, at that distance of time, who were the beneficiaries (*Re Townend*, 1914, W. N., p. 145). One may surely, with advantage, pause and consider if, in either of these cases, the testator correctly expressed his intention, and whether, in the judgment of the impartial critic, sympathy is not due to the residuary legatees for a partial miscarriage of benefactions.

There are other cases—for instance *Re Clemow* (1900, 2 Ch. 182), *Re Turnbull* (29 Solicitors' Journal), *Re Vincent* (1909, 1 Ch. 810), and *Re Parton* (131 L. T. Journ. 106)—

which a student who is impressed with the importance of the subject will desire to read and weigh; but we must pass on and call attention to another stream of decision, which, we submit, affords further evidence that, in the light recent interpretation has thrown on the words under consideration, a clear statement that certain probable costs are not to be deemed testamentary expenses is necessary, or at least expedient, in order to avoid doubt and controversy upon the distribution of the residue and of the several trust legacies. This stream of decision started in 1878—a few years earlier, therefore, than the former—with a judgment of the Vice-Chancellor MALINS. His honour held that, in the case of a testator domiciled in England, the expenses of getting in assets from the colonies or abroad, whether they be in respect of the calling in, or selling of, the assets situate there, or of Government duties, are deductions to be made, and paid, out of the testator's general estate before its distribution; and that, consequently there is no obligation on a pecuniary legatee to pay any of these expenses (*Peter* v. *Stirling*, 10 Ch. Div. 279). With our present much more frequent and intimate intercourse with places and peoples overseas this judgment has become of increasing utility in practice; and it should, accordingly, be observed that, though some of the professon did not think the point quite so clear as his honour apparently did, NORTH, J., felt bound to follow the decision some nineteen years later (*Re Maurice*, 75 L. T. 415), and apparently it must be regarded as valid to-day. But, in a recent case, the Court of Appeal, confirming WARRINGTON, J., distinguished the case of a Government duty on a specific legacy which, by the foreign law, is a debt due by the legatee; the Court holding that such a duty was not payable out of the general assets as a testamentary expense, but that the legatee would have to pay the duty, together with the penalties (if any) for delay in payment, unless he could shew that the testator had imposed on his executors the obligation of paying a debt of the legatee: *Re Scott* (1915, 1 Ch. 592).

And this brings us to another and an equally interesting aspect of the question. It may be supposed that the view taken by the Courts of Interpretation has had an effect on the practice in actions for administration. Both ord. 65, r. 14B, of the R.S.C., and ord. 53, r. 31, of the County Court Rules, 1903, enact that, unless the judge otherwise directs, the cost of inquiries to ascertain the person entitled to any legacy, money, or share, or otherwise incurred in relation thereto, shall be paid out of such legacy, money or share. The present tendency in the High Court—and therefore in the county court—seems to be to give a contrary direction whenever the testator has directed that his testamentary expenses shall be paid out of the residue or a particular fund (*Re Vincent, supra; Re Whitaker*, 1911, 1 Ch. 214); but the Court takes all the circumstances into consideration: *Re Parton* (*supra*) and *Re Townend* (*supra*). And this tendency, it is submitted, serves still further to enforce the suggestion that, when drawing a will, it must not be too readily assumed that the testator desires all death duties, costs of litigation and other testamentary expenses to be cast on his residuary estate; but his attention should be distinctly directed to the subject, and to its increasing consequence at times when capital is depreciating and revenue calls are increasing.

Could one have better examples of the unfortunate effects of an unmeasured or ill-judged use in a legal instrument of words than some of the cases already cited? And any amateurish use of words with a flexible meaning is equally open to danger when used by anybody mentally in twilight as to their meaning, or when written in unnoticed collocation with other words or verbiage. A private motor car is a carriage for taxing purposes, and few persons would contend that it is not a carriage; but where there is a gift of things connoting horse traffic only, one of which is carriages, a car and its accessories, purchased since the date of the will, will not, it seems, pass under this gift, but will pass under a gift of "furniture and all other articles of personal, domestic, or household use," or, if there be no such latter gift, with the residue: *Re Hall* (W. N., 1912, p. 175); *Re White* (60 SOLICITORS' JOURNAL, 210; 1916, 1 Ch. 172). And so also "dying unmarried" means, in its natural and primary sense, dying a bachelor or spinster; but if a testator use the expression "unmarried and without lawful issue," then, in order to give effect to the last four words, it has to be concluded that he used the word "unmarried" in its secondary and non-natural sense of dying either a bachelor or widower, a spinster or a widow: *Re Jones, Last* v. *Dobson* (1915, 1 Ch. 246). It will be remembered, however, that questions of interpretation depend upon the wording of each particular will, and that previous cases are merely useful as suggestions and guides to a right construction.

But to return from this short digression. It may be thought that the result of the decisions we have mentioned will not entirely commend itself to the apprehension of the million. But is not the real question, What did the testator provide should be done after his death? He used an expression which has a certain meaning; if he chose to use it with an imperfect knowledge of its force and import, how is the Court of Interpretation blameworthy? It is more to the point to say that the decisions open a new vista of expense as included in testamentary expenses; but, then, does not that view often arise from insufficient preliminary consideration of the inclusiveness of the expression, which inclusiveness and import might, and should, have been recognised, after a little reasoned and careful consideration, before the date of the instrument in question? Judicial decision does not make the law or modify a will, it merely applies and illustrates principles and construes records.

Reviews.

Excess Profits Duty.

THE EXCESS PROFITS DUTY AND PROFITS OF CONTROLLED ESTABLISHMENTS. By ERNEST EVAN SPICER, F.C.A., and ERNEST C. PEGLER, F.C.A., of the firm of SPICER & PEGLER, Chartered Accountants, London. Second Edition. Revised and Enlarged. H. Foulkes, Lynch & Co. 6s. net.

We noticed recently (60 SOLICITORS' JOURNAL, 676) the first edition of this useful book. We have now the second edition, which has been necessitated both by the success of the first and by the changes made by the Finance Act, 1916. These changes have been incorporated and illustrated in the new edition, and the experience gained by the working of the principal Act has been utilized to revise and amplify the original text. Throughout the examples the Excess Profits Duty payable is still stated as 50 per cent., and we suppose this has been considered as the most convenient course, although under section 45 of the Act of 1916 the tax is 60 per cent. for the second year of accounting. It is a great convenience to have the relevant sections of the Acts brought together and explained by the writers' practical comments; but we regard the examples as the leading feature of the book, and it is to these we have turned to assist our understanding of the matter.

Books of the Week.

Diary.—The Lawyers' Companion and Diary for 1917. Edited by E. LAYMAN, B.A., Barrister-at-Law. 71st annual issue. Stevens & Sons (Limited); Shaw & Sons. 5s. net.

Review.—Juridical Review. October, 1916. W. Green & Son (Limited).

In view of the appointment of Sir William Byrne, K.C.V.O., C.B., Chairman of the Board of Control for Lunatics and Mental Defectives, to be Under-Secretary for Ireland, the Home Secretary has appointed Dr. E. M. Cooke, M.B., one of the Commissioners, to be Acting Chairman of the Board. Dr. R. W. Branthwaite, M.D., D.P.H., Inspector to the Board, has been appointed a Medical Commissioner of the Board. Dr. Cooke, says the *Times*, is a distinguished alienist, who was superintendent successively of the Worcester and Wiltshire County Lunatic Asylums, and later for sixteen years a Commissioner in Lunacy. Dr. Branthwaite is known especially for his work under the Inebriates Act. He was formerly medical adviser to the Reformatory and Industrial Schools Department.

Correspondence.

An Appeal for the Children of Belgium.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—During my year of office at the Mansion House nothing has impressed me more than the unflagging generosity with which my fellow-countrymen and the Press have responded to every appeal on behalf of those who suffer through the war.

This last appeal which I have the duty, as Lord Mayor of London, to make, is on behalf of the children in Belgium. There are over 2,575,000 Belgian children held captive by the Germans in Belgium. More than a million and a quarter are under twelve years of age. For over two years they have all been loyally awaiting deliverance. For over two years they have only been kept alive by the humane intervention of the neutral Commission for Relief in Belgium, of which Mr. Hoover is Chairman, and which distributes a bare minimum of food provided by the Allied Governments and the benevolence of the world.

Two years of intolerable captivity begin to tell their dreadful tale. Tuberculosis, according to Dr. Lucas, a well-known American specialist, who was recently allowed to visit Belgium, is rapidly on the increase, especially among the older children of the working classes. Throughout Belgium, the tuberculosis sanatoria are overcrowded and the waiting lists are increasing. Rickets, among the younger children, is becoming epidemic. The babies born now are pitifully less in weight and measurement. The Belgian mother can barely nurse her child for seven instead of nine months, as heretofore. Hunger, suffering and sickness have fallen upon mother and child.

As Chairman of the British National Committee for Relief in Belgium, I urgently ask that on every British dinner table this coming Christmas Day there shall be an "Envelope of Mercy." And into this I ask that, as a thank-offering for the security and comfort in which their Christmas dinner is eaten, everyone will put what they can spare to save the oppressed children in Belgium. These Envelopes of Mercy can be obtained from the National Committee at Trafalgar-buildings, Trafalgar-square, or from its branches throughout the Empire.

I have received from the religious leaders of the nation the important letter which I append. The incoming Lord Mayor, Colonel Sir W. H. Dunn, cordially endorses my hope that on Christmas Day no dinner table will be considered properly laid unless it has an Envelope which will carry to the children in Belgium a message of sympathy, hope and loyalty.

For the proper distribution and collection of these Christmas Envelopes in London, I ask for ten thousand women workers to volunteer their services. I should be glad if those in London who are willing to help these suffering children would kindly send their names, with references, to the National Committee for Relief in Belgium, at Trafalgar-buildings, Trafalgar-square, London, W.C. And I might mention that there has been no flag day in London for any Belgian cause while I have been Lord Mayor.

I have asked during my twelve months of office often, but never in vain. I am confident that at Christmas there will be such a response from the Empire as shall make it possible to send to these hundreds of thousands of tyrannised children in Belgium that additional nourishment whereby alone the ravages of tuberculosis can be stayed. In this way, and in this way only, the rising generation in Belgium can be preserved to reap atonement for a national sacrifice that will be for ever glorious.

(Signed) C. C. WAKEFIELD,
Lord Mayor of London.

Everyone who has looked into the facts must be convinced of the extremity of Belgium's present distress, and the dire need of further aid; especially the provision of food for little children.

Nothing could be more appropriate than that such gifts should be a Christmas contribution from our home circles throughout the Empire, and we very cordially wish God-speed to the appeal.

(Signed) RANDALL CANTUAR.
JOHN BROWN,
Moderator, Church of Scotland.
F. CARDINAL BOURNE.
J. H. SHAKESPEARE,
President, Free Church Council.

The Mansion House, London, E.C.,
7th November.

The Young Man's Sacrifice.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In your issue of the 28th ult. you quote from a speech of Viscount Grey as follows:—"This generation in its prime is giving its life, but it is giving it that the older generation now among us may live out its years," &c.

Does it never strike Viscount Grey and his aforetime party that the terrible sacrifice now being made of "this generation in its prime" is far greater than it need have been had Viscount Grey and those acting with him during many years of power, taken steps to prepare the forces of this country for the fight with Germany which any thinking man could see was bound to come?

As one of the older generation who has lost a son in this struggle, I feel that "the generation in its prime now giving its life" so freely may well point the finger of scorn at us and ask if we are worth it after letting things come to the pass they were in August, 1914. F. E. SWABEY.

Crewkerne, Somerset, 3rd November.

[We print our correspondent's letter in deference to him and out of sympathy with the loss he has suffered, a sympathy which, as regards all such losses, we have frequently expressed in these columns; and the particular words he refers to made us pause in reading the extract. But the general nature of the extract, and the purpose for which we introduced it, indicate that we did not insert it with a view to controversy.—ED. *S.J.*]

Adverse Possession and Ownership.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—An interesting point has arisen: whether the occupier of a ground-floor flat who has held adverse possession of it for the statutory period has acquired the right to the land; and, in the event of fire, whether he can deny access for the purposes of reconstruction to the upper part. *Cujus est solum ejus est atque ad cælum.* D. M. G.

8th November.

[Surely in such a case there would be a way of necessity.—ED. *S.J.*]

CASES OF THE WEEK.

House of Lords.

GREENWOOD *v.* J. NALL & CO. (LIM.). 2nd and 3rd November.

WORKMEN'S COMPENSATION—BASIS OF CALCULATION—EMPLOYMENT BY SAME EMPLOYER FOR THREE YEARS—INTERRUPTIONS—"UNINTERRUPTED BY ABSENCE FROM WORK DUE TO ILLNESS"—AVERAGE WEEKLY EARNINGS—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, C. 58), SCHEDULE I., PARS. (1) (A) (I) AND 2 (C).

By Schedule I., *par.* (1) (*a*) *of the Workmen's Compensation Act*, 1906, *it is provided that the amount of compensation shall be where death results from injury*—(1) "*if the workman leaves any dependants wholly dependent upon his earnings, a sum equal to his earnings in the employment of the same employer during the three years next preceding the injury or a sum of one hundred and fifty pounds, whichever of those sums is the larger, but not exceeding in any case three hundred pounds, provided that the amount of any weekly payments made under this Act, and any lump sum paid in redemption thereof, shall be deducted from such sum, and, if the period of the workman's employment by the said employers shall be less than the said three years, then the amount of his earnings during the said three years shall be deemed to be one hundred and fifty-six times his average weekly earnings during the period of his actual employment under the said employer.*"

Where, therefore, a workman is killed by accident arising out of his employment, having been in the same employment for three years next preceding the date of the accident, and in the same grade thereof, but he has been during the three years absent from illness or other unavoidable cause, so that, in fact, his work has been interrupted, the measure of compensation payable to his dependants is not his actual earnings for the three years, but an amount calculated on the basis of his weekly average earnings multiplied by 156.

So held, reversing the decision of the Court of Appeal.

Appeal by the applicant from an order of the Court of Appeal (59 SOLICITORS' JOURNAL, 577; 1915, 3 K. B. 97). The applicant's husband was a carter, who had been employed by the respondent firm in the same grade, and met with his death while following his employment. The widow claimed £212 11s. as compensation under the Workmen's Compensation Act, 1906, and alleged that the average weekly earnings of her husband amounted to 27s. 3d. The respondents did not deny liability to pay £168 13s. 5d., being the sum equal to the amount of the actual earn-

ings of the man during the three years next preceding the injury, and the only question was one as to the amount of compensation payable. The evidence at the hearing was that, during the three years before the accident, the deceased man had been absent from work owing to illness or injuries which had occurred for several short periods, totalling up altogether to six months. The dependant claimed that these periods of absence were breaks in the employment, and entitled her to ascertain the average weekly earnings during the time of active employment and to multiply that average by 156. On the other hand, the respondents submitted that the man had been "uninterruptedly" in their employment "during the three years next preceding the injury," and they were only liable to pay a sum equivalent to the sum he had actually earned during that period. His honour Judge Gurner, of the county court at Salford, held that the employment had been "uninterrupted," and the amount of compensation was the sum arrived at by adding up the actual wages earned during the three years. The Court of Appeal affirmed the county court judge. The applicant appealed, and on her behalf it was contended that on the true construction of the schedule, the man having worked for only two and a-half years out of the three years next preceding the injury, the employment had not been "uninterrupted." The county court judge ought, therefore, to have ascertained the average weekly earnings by dividing the total earnings by 130, the number of weeks employed, and then multiplying the average by 156, and they relied on *Gill* v. *Fortescue* (1913, 6 B. W. C. C. 577). It would be unjust in the circumstances to limit the compensation to a sum equal to the actual earnings, because such earnings were not in fact three years' earnings, but were the earnings of two and a-half years only. On behalf of the respondents, it was argued that the man was continuously employed by the same employers for over three years, though prevented now and again from illness or other cause from working all that time. The relation of master and servant was not interrupted, and par. (1) of Schedule I. provided a means of arriving at the compensation to be paid, and the county court judge was right in deciding that he was not concerned with "average weekly earnings" at all. The case was covered by *Perry* v. *Wright* (1908, 1 K. B. 441).

Lord LOREBURN, in moving that the appeal should be allowed, said the question was whether a man who had been working for three years, less 163 days, for the same employer, should be compensated on the footing of the aggregate earnings for three years under Schedule I., par. 1 (a), of the Act. He thought not. The object the Legislature had in providing the rule laid down in par. (1) (a) of Schedule I. was to meet the case of a man who had been in regular employment for three years continuously with the same employer, and to avoid any further calculation in arriving at the compensation to be paid. It was a short cut by which compensation could be assessed automatically. There were many persons who came within that standard. If it did not apply—if on the facts there had been "interruption"—then the method prescribed at the end of the same sub-section was to apply. Reference had been made to par. 2 (c). That difficult clause supplied a definition of the phrase "employment by the same employer." Their lordships were of opinion that that definition, leaving out any reference to aggregate, which was quite a different matter, said that "employment by the same employer" meant employment uninterrupted by absence from work due to illness or other unavoidable cause. It was a concrete fact that in the present case the employment was interrupted. If it were necessary, that would be sufficient to shew that the contention of the appellant was accurate, but, in his lordship's opinion, it was unnecessary to have recourse to that sub-clause, because the words of par. 1 led to the same result. The appeal must succeed.

Lords KINNEAR, SHAW and PARMOOR were of the same opinion, and the appeal was allowed, with costs, the sum of £212 11s. being inserted in the award.—COUNSEL, for the appellant, *Sir John Simon*, K.C., *T. B. Leigh*, and *Horace Fenton*; for the respondents, *Rigby Swift*, K.C., and *T. Eastham*. SOLICITORS, *Shaen, Roscoe, Massey, & Co.*, for *T. A. Needham*, Manchester; *Nicholson, Graham, & Jones*, for *Wood & Lord*, Manchester.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

Re **KENNEDY. CORBOULD** *v.* **KENNEDY.** No. 1. 27th October; 3rd November.

WILL—CONSTRUCTION—BEQUESTS TO BE PAID FREE OF ALL DEATH DUTIES—LEGACY DUTY ON LIFE INTEREST IN RESIDUE—INCIDENCE—DUTY BORNE BY CAPITAL.

A testator, by his will, having given specific and pecuniary legacies and annuities, declared that all the legacies, annuities and bequests bequeathed by his will should be given and paid free of all death duties. He then gave his residuary estate upon trust for sale and conversion, and settled the ultimate residue, after payment thereout of death duties, debts, legacies and annuities, in trust for A for life, and, subject to another life interest, for B and C absolutely in equal shares.

Held (*reversing* Astbury, J.), *that A's life interest was a "bequest" given free of legacy duty, which must be paid out of the capital of the residue.*

Appeal by a defendant from a decision of Astbury, J., on a question of the incidence of death duties. The testator, Myles Kennedy, by his will made in 1912, after bequeathing specific and pecuniary legacies and annuities, and making a specific devise, declared that all "legacies, annuities and bequests" bequeathed by that his will, or any codicil thereto, should be given and paid free of all death duties. He then devised and bequeathed his residuary real and personal estate upon the usual trusts for sale and conversion, and after payment thereout of funeral and testamentary expenses, death duties, debts, legacies and annuities, to invest the residue and to hold the income upon trust to pay during two joint lives the annual sum of £500 each to his two cousins, Nigel and Hugh, and subject thereto to pay the income to his sister Marion for life, subject in certain events to a discretionary trust, and after her death to pay the income to his cousin Myles for life, and after his death to hold the capital in trust for his cousins Nigel and Hugh in equal shares. The testator died on 12th June, 1914, and his executors, having paid estate and settlement estate duty out of capital, took out an originating summons to have it determined (*inter alia*) whether the legacy duty payable ought all to be paid out of and borne by the capital of the estate, or whether such duty in respect of the two annual sums of £500, and the life interests in the residue given to Marion and Myles, ought to be borne by the beneficiaries respectively. Astbury, J., held that the duty payable in respect of these sums and life interests was not payable before the ultimate residue was ascertained, and, therefore, was not given free of duty. The testator's sister Marion appealed. *Cur. adv. vult.*

THE COURT allowed the appeal.

Lord COZENS-HARDY, M.R., said the appeal raised one question only, namely, whether the legacy duty payable upon the interest of a sister of the testator who was entitled to the income for life of the testator's residue, which after her death was given to two cousins in equal shares, was payable by her or not. Under the Legacy Duty Act, 1796, s. 12, when, as was the case there, the persons interested in the residue were not chargeable at the same rate, legacy duty was not payable on the whole estate at once on the testator's death, but the beneficial interest of the tenant for life was treated as an annuity in respect of which payment of legacy duty was to be made by four equal portions during the term of four years, and all other legacy duty was payable on the death of the tenant for life. The question really was whether those payments over four years ought to be paid out of what might be called the ultimate residue or whether they ought to be borne by the tenant for life. [His lordship having read the material clauses of the will and stated the facts, proceeded:] In those circumstances Marion claimed that the legacy duty payable in respect of her life interest should be paid out of the capital of the estate and not out of her income. The learned Judge had negatived that contention. In his lordship's opinion his decision was wrong. The life interest given by the will was a bequest within clause 6, and there was no difficulty in giving effect to it. The executors and trustees had to provide the duty in either view, and the only question was as between the persons interested in the estate. It was true that in general a gift of residue or of a share of residue free of duty was ineffective, for the duty must be paid out of the residue. But it by no means followed from that that when the residue was settled and the duty was payable at different times and at different rates, the duty in respect of the life interest could not by the language of the will be made payable out of capital. The trustees in whom the whole estate was vested ought to pay the four instalments out of capital, diminishing thereby the ultimate residue to be divided. That would give effect to the directions contained in the will. There was no greater difficulty in doing this than if it were a gift out of residue to pay a legacy of £*x* free of duty at a time different from that fixed for the division of the ultimate residue. For those reasons the appeal should be allowed, and a proper declaration made accordingly.

WARRINGTON and SCRUTTON, L.JJ., delivered judgment to the same effect, the former observing that there was in fact no residue until this duty, had been ascertained and paid.—COUNCIL, *Maugham*, K.C., and *A. F. Luxmoore*; *Mark Romer*, K.C., and *J. I. Stirling*; *C. P. Sanger*, SOLICITORS, *Corbould, Rigby, & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

STEPHENSON, BLAKE & CO. *v.* **GRANT, LEGROS & CO.** Eve, J. 28th October.

COPYRIGHT—FOUNTS OF TYPE—DRAWINGS—SPECIMEN SHEETS—DESIGN OR COPYRIGHT—SUBSTITUTED COPYRIGHT—COPYRIGHT ACT, 1911 (1 & 2 GEO. 5, C. 46), SS. 22, 24.

Assuming that a design for a fount of type is registrable, the user of the letters and symbols which make up the design is not an infringement unless it amounts to a copy or colourable imitation of the whole design. A drawing of a letter for a type face, or a specimen sheet of words and letters illustrating the type faces for a fount of type, might under the old law be the subject-matter of copyright, and a person entitled to such copyright is entitled to the substituted right given by section 24 of the Copyright Act, 1911.

This was an action in which points of law were set down for hearing before trial under ord. 25, r. 2. The plaintiffs were the registered proprietors of the copyright in a design for a fount of printing type, known as the Windsor, and were the owners of the copyright in drawings for that fount and for a fount known as the Chatsworth, and in two books of illustrations of these two founts. They alleged that the defendants supplied to certain printers certain matrices designed for use in a type-

casting machine, which the plaintiffs said were copied or colourably imitated from their founts, and were infringements of their copyright, and they claimed an injunction and damages. The following questions were raised for the decision of the Court:—(1) Whether a design for a fount of type was properly the subject-matter of registration as a design; (2) whether, assuming a design for a fount of type to be so registrable, what the defendants were alleged to have done constituted an infringement of the registered design; (3) whether, before the Copyright Act, 1911, a drawing of a letter for a type face could be subject-matter of copyright under the Fine Arts Copyright Act, 1862, or was it only the subject-matter of copyright as an industrial design under the Patents and Designs Act, 1907, and the earlier Copyright of Designs Acts; (4) whether a specimen sheet containing words and letters illustrating the type faces for a fount of type could be the subject-matter of copyright under the Copyright Act, 1842, so as to give copyright in the forms of the separate letters, or were such forms only the subject-matter of copyright as industrial designs under the Patents and Designs Act, 1907, or the earlier Copyright of Designs Acts; (5) if there was a subsisting copyright in the drawings or specimen sheets, could these acquire substituted copyright under section 24 of the Copyright Act, 1911, or were they necessarily excluded by section 22 of that Act?; (6) would what the defendants were alleged to have done constitute an infringement of the copyright (if any) in such drawings or specimen sheets?

EVE, J., said the defendants, on the assumption that the design was registrable, contended that the design was an aggregation of letters, numerals, and signs, and that no user of any, or, indeed, of all of the seventy-six of the letters, figures, and symbols which together made up the design could be an infringement unless it amounted to a copy or colourable imitation of the design in its entirety. The plaintiffs, on the other hand, argued that the reproduction of any and *à fortiori* of the letters, figures, and symbols was an infringement, although the reproduced letters, figures, and symbols had never been assembled in any combination approaching that of the registered design. His lordship could not adopt that view; no authority had been cited in support of it, and it appeared to be contrary to the line of authorities, of which *Sackett & Barnes* v. *Clozenberg* (27 R. P. C. 104) was the last in the reports. He therefore answered the second question in the negative. The third and fourth questions his lordship answered in the affirmative. When once it was admitted that the designing of the forms of the letters might involve work of artistic merit, it necessarily followed that the drawings of the letters could be subject of copyright under the Fine Arts Copyright Act, 1862. The cases of *Maple* v. *Junior Army and Navy Stores* (21 Ch. D. 369) and *Davis* v. *Benjamin* (1906, 2 Ch. 491) were sufficient authority for holding that the sheets or catalogues illustrating the type were protected by the Act of 1842. As to question 5, by section 24 of the Copyright Act, 1911, the proprietors of the rights under the Acts of 1862 and 1842 became entitled to the rights thereby substituted for the previously existing rights, unless section 22 excluded them altogether from the operation of the Act. By that section it was provided that the Act should not apply to designs capable of being registered under the Patents and Designs Act, 1907, and it was argued that the object of the section was to put an end to the dual protection afforded by the old Copyright Acts and the Patents and Designs Acts, and to restrict all works which were really designs to such protection as might have been acquired by registration as designs. His lordship did not so construe the section. If he did, the result would be that the proprietor of a design copyrighted under the Acts of 1842 and 1862, or one of them, but not registered as an industrial design, would be deprived by the Act of 1911 of his subsisting copyright, and would be unable to register his design under the Act of 1907 for want of novelty. The result was that the plaintiffs, as proprietors of the copyright in the drawings and specimen sheets subsisting on 1st July, 1912, when the Act of 1911 came into operation, were now entitled to the substituted copyright under section 24, and what the defendants were alleged to have done constituted an infringement of the existing copyright in the drawings and specimen sheets.—COUNSEL, *Cole fax*, K.C., and *Macgillivray; Kerly*, K.C., and *C. W. Turner*. SOLICITORS, *Peacock & Goddard*, for *Younge, Wilson, & Co.*, Sheffield; *E. F. Turner & Sons*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

***Re* CHRIMES. LOCOVICH *v.* CHRIMES.** Sargant, J. 14th and 28th October.

MARRIED WOMAN—RESTRAINT ON ANTICIPATION—DEED OF RELEASE BY DEED-POLL BEFORE MARRIAGE—DECLARATION AS TO DESTINATION OF HER REVERSION—VALIDITY—COMMUNICATION TO TRUSTEES.

A deed-poll by a spinster, addressed to all the world, declaring that a reversionary share to which she was entitled under a certain will, subject to a restraint on anticipation in the event of her marriage, shall, in the event of her marriage, belong to her for her separate use, so that she should have full power to dispose of it as she should think fit, but that, except as therein provided, nothing therein contained should prejudice the said restraint, is an actual valid assignment defeating the restraint.

Semble, *a woman so entitled can, while discovert, alter the trusts in her favour by reserving to herself a power of prospective alienation during a future coverture.*

Mortgages made by the lady under such a deed were accordingly valid.

Pycroft *v.* Christy (1840, 3, *Beav.* 238) *considered.*

This was an originating summons taken out for the purpose of determining the validity of certain mortgages, and as to whether the applicant had power to make future mortgages for purposes declared by a certain deed-poll. The applicant was entitled to a reversionary share under a will, subject to a restraint on anticipation in the event of her marriage. While still a spinster, but in fact just before her marriage, she executed a deed-poll by which she declared that her said reversionary share should, in the event of her marriage, belong to her for her separate use, and that for the purposes and subject to the conditions therein mentioned she should have full power to dispose of or charge the said share by way of anticipation or otherwise as she should think fit, but, except as therein provided, nothing therein contained should prejudice the continuance of the said restraint. This deed-poll was communicated to the trustees of the will, and the plaintiff, after marriage, made three mortgages under her power in this deed-poll. The question was whether they were valid. The following cases (*inter alia*) were referred to: *Tullett* v. *Armstrong* (1 Beav. 1 and 4 My. & Cr. 377), *Bently* v. *McKay* (15 Beav. 12), and *Pycroft* v. *Christie* (*supra*). *Cur. adv. vult.*

SARGANT, J.—It is argued against the plaintiff's power to mortgage, since her marriage, that although a woman restrained from anticipation could, while discovert, make an actual assignment so as to defeat the restraint, she could not while discovert alter the trusts in her favour by reserving to herself a power of prospective alienation during a future coverture, or, in other words, the restraint during coverture could only be defeated to the extent of actual assignment during discoverture. Even if this view is sound, I come to the conclusion that the deed-poll in the present case does amount to an actual assignment. It was addressed to all the world, and therefore to the actual trustees of the will, and was obviously intended to be, as it was in fact, communicated to them, and was intended to and did take effect as a solemn declaration and direction to them that the plaintiff's share was to be held by them during her coverture, subject to a partial instead of a complete restraint on anticipation. Such a voluntary direction in favour of a third person would amount to a complete and effectual transfer of the share, and, that being so, I see no reason why a similar direction should not be sufficient to transfer to the owner herself a new and modified interest. It is therefore unnecessary to decide whether the solemn declaration under seal in the deed-poll would have been sufficient by itself, apart from the direction to the trustees, but I should certainly have hesitated very long before holding it insufficient. There must accordingly be a declaration that, for the purposes and subject to the conditions imposed by the deed-poll, the plaintiff had, and still has, power to dispose of or charge her share by way of anticipation during coverture.—COUNSEL, *Mark Romer*, K.C., and *H. S. Preston; Underhill; Alexander M. Begg*, and *F. T. T. Duka*. SOLICITORS, *Sutton, Ommanney, & Rendall; Duffield, Bruty, & Co.; Radford & Frankland*, for *Pashley & Hodgkinson*, Rotherham.

[Reported by L. M. MAY, Barrister-at-Law.]

***Re* TRAVERS. HURMSON *v.* CARR.** Eve, J. 20th October.

WILL—LEGACY—GIFTS TO SERVANTS—HOSPITAL NURSE—"FURTHER SUM"—ADDITIONAL GIFT INVOLVING ORIGINAL GIFT—SERVANTS AT DATE OF THE WILL OR DEATH.

A testatrix gave legacies to several named servants, and bequeathed to "each of my servants a further sum equal to their respective wages for one year." After the date of the will, and shortly before her death, the testatrix engaged a hospital nurse.

Held, that the nurse was in fact a servant, but, not being named in the will, she was not entitled to a legacy as a "further sum."

This was an originating summons by the plaintiff to determine the question whether, on the true construction of the will of Marian Travers, deceased, the plaintiff was entitled to a legacy of £115 14s., or of any other amount under a bequest to servants. By her will, dated 24th July, 1907, the testatrix, after making certain pecuniary bequests to several named servants if they were in her service at the time of her death, gave and bequeathed "to each of my servants a further sum equal to their respective wages for one year." On 17th January, 1916, the plaintiff was engaged to attend the testatrix as a hospital and mental nurse, and she began work on 22nd January at a salary of two guineas a week. The testatrix died on 3rd February, 1916. The plaintiff claimed the sum of £115 14s., being one year's wages. It was contended on behalf of the defendant that a simple gift to servants means servants at the date of the will (*Parker* v. *Marchant*, 1 Y. & Coll. C. C. 290) and that the amount claimed was not a "further sum."

EVE, J.—I agree with counsel for the plaintiff that this will is calculated to give rise to several difficult questions, but the only one before me to-day is whether the plaintiff is entitled to the sum claimed as legatee. The testatrix has not imposed on the bequests to servants any condition as to length of service, and it may therefore be said that she is dealing with all servants in her service at the date of her death. Has the testatrix indicated any intention to include in the bequest any persons other than those in her service at the date of the will? She gives legacies to certain named servants, and then bequeaths "to each of my servants a further sum, equal to their respective wages for one year." Counsel for the plaintiff says the bequest points to servants at the date of the death rather than to servants at the date of the will, and he further says that the reference in the will to mourning also points in the same direction. I agree that both of those circumstances tend to indicate that servants at her death were intended to benefit, but it is difficult to get over the words "a further sum." I

think those words must mean an additional legacy, and therefore involve the finding of an original legacy. The result is that I must treat the gift of a further sum as being limited to servants named in the will. The plaintiff was in fact a servant, but she was not named in the will, and accordingly she did not come within the bequest.—COUNSEL, *Freeman; Stone.* SOLICITORS, *Morris & Bristow*, for *Bretherton & Murton Neale*, Tunbridge Wells; *Hudson, Matthews, & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

King's Bench Division.

BLAYDON CO-OPERATIVE SOCIETY *v.* YOUNG. Div. Court. 17th October.

ADULTERATION OF FOOD—ARTICLE NOT OF NATURE, SUBSTANCE AND QUALITY DEMANDED—BLACKBERRY JAM—MIXTURE WITH APPLE PULP—WARRANTY OF MAKER TO SELLER—SELLER'S KNOWLEDGE—EVIDENCE—SALE OF FOOD AND DRUGS ACT, 1875 (38 & 39 VICT. C. 63), SS. 6 AND 25.

On a prosecution for selling an article of food not of the nature, substance and quality demanded by the purchaser, the sellers relied on a warranty given to them by the maker of the article, under section 25 *of the Sale of Food and Drugs Act*, 1875. *The magistrates found that at the time the defendants sold the article to the purchaser they knew that it was not of the nature, substance and quality demanded, and that they had reason to believe when it was sold that it was otherwise than as demanded.*

Held, that though there was no evidence to support this affirmative finding, and therefore that the conviction must be quashed, yet if the finding of the magistrates had been in a negative form, to the effect that they were not satisfied the appellants had brought themselves within section 25, *this might have supported the conviction.*

Information preferred before the justices of the county of Northumberland, under stats. 38 & 39 Vic. c. 63, s. 6, and 62 & 63 Vict. c. 51, against the above society, for that on 21st June, 1916, they sold a certain article of food, to wit, blackberry jelly, which was not of the nature, substance and quality of the article demanded. The justices convicted the society, the present appellants, and fined them £1. The defence was a warranty given to the society by the makers of the jelly, who had sold it to the society. A label was on the jar on which was printed: "Finest quality blackberry jam. Prepared from the choicest fruit of the season and fruit juice," followed by the maker's name. The analysis shewed that the sample purchased contained "the percentage of foreign ingredients, as under: Apple pulp—at least 2 per cent." In evidence the analyst stated that the proportions were probably two-thirds apple and one-third blackberry. The warranty relied on was in print on an invoice in respect of the sale to the society of a considerable quantity of bramble jelly and bramble jam. It was as follows: "All the above goods specified and included in this invoice are hereby warranted to be of the nature, substance and quality described upon them within the meaning of the Sale of Food and Drugs Act, 1875, and the Acts amending the same, and are sold as such." The maker's name was printed at the end. The justices found (*inter alia*) the contents of the jar to be at least 2 per cent. apple pulp, and the remainder two-thirds apple juice and one-third blackberry jelly; that the society were aware that the contents were not of the nature, substance and quality demanded; and that they had reason to believe when it was sold that it was otherwise than as demanded. They therefore decided that the society could not rely on the provisions of section 25 of the Sale of Food and Drugs Act, 1875, relating to warranty, and that their defence on that ground failed.

Lord READING, C.J., after stating the facts, said that the evidence of the appellants was that they had purchased the jelly as described on the label and invoice, and had sold it to the purchaser as it was bought by them from the maker, who had given them the warranty on the invoice. There was nothing on the face of the evidence to shew why the witnesses for the defence should not be believed. The manager of the society said that he knew the label was on the jars when they were received from the makers. Now the justices, upon that evidence, have found that the purchaser, the respondent, asked for blackberry jelly, that the contents of the jar contained 2 per cent. apple pulp, and that the remainder of the contents was two-thirds apple juice and one-third blackberry jelly. Then comes the important finding that the appellants had reason to believe when it was sold that the jar of jelly was not of the nature, substance and quality demanded, and the whole point in this case turns on that finding. It was contended on the part of the appellants that there was no evidence to justify that finding. Unless the magistrates had come to the conclusion stated in the case there was nothing upon which there could have been a conviction. The difficulty in the case was that under section 25 of the Act of 1875 the defendant can only make out his defence if he establishes to the satisfaction of the magistrates that he bought the article in the same state as sold, that a warranty to that effect was given, and that he had no reason to believe at the time he sold it that the article was otherwise than as he had purchased it. In other words, he has to satisfy the magistrates that the article was sold to the purchaser, and that he had no grounds for thinking it was not in accordance with the warranty. This was the case, and one can quite understand the magistrates coming to the conclusion that they were not satisfied on the evidence that the appellants did bring themselves within section 25, but this was not the finding of the magistrates at all. Had they found that, it would have been a difficult case for the appellants; but instead of finding that they have found affirmatively that the appellants were aware that the contents of the jar were not of the nature, substance and quality demanded, and that they had reason to believe when it was sold that it was otherwise. The difficulty is to see evidence to support that, based, as one feels it is from the case, on the label. But that seems quite an insufficient ground for supporting the magistrates' finding, and with nothing more the conviction could not stand. I am of opinion that there is not sufficient in the case stated to support that finding, for it simply depends on that. We express no view on other questions, and we must decide this appeal simply on the ground stated by the magistrates. There is not sufficient to support that finding, and therefore the appeal must succeed.

RIDLEY and LOW, JJ., concurred.—COUNSEL, for the appellants, *Lowenthal*, for the respondent, *Maddocks.* SOLICITORS, for the appellants, *Stokes & Stokes*, for *J. J. Sutherland*, Gateshead; for the respondents, *Maples, Teesdale, & Co.*, for *Bramwell, Bell, & Clayton*, N. Shields.

[Reported G. H. KNOTT, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

MACONACHIE *v.* MACONACHIE. MACONACHIE *v.* MACONACHIE AND BLAKE. Shearman, J. 30th October.

DIVORCE—WIFE'S COSTS—DEATH OF PARTY TO SUIT—ABATEMENT—NO EXISTING ORDER FOR WIFE'S COSTS—PRACTICE.

Matrimonial suits are personal actions, and abate with the death of a husband or wife, party to them. Where no order for costs of the wife has been made prior to the abatement, and there is in consequence no available fund in court, there is no power in the Divorce Division to entertain any application by the wife for her costs, whatever remedy the wife may have at common law for necessaries.

This was a summons adjourned into court for argument in the above consolidated matrimonial suits. It was asked on behalf of the wife that the legal personal representative of the husband, who had died, should be ordered to pay the wife's taxed costs. The summons had therefore been served on the executrix of the husband. The wife had, in the first place, filed a suit for restitution of conjugal rights. The husband by his answer alleged adultery against his wife with men unknown and with a named man. The husband also petitioned for dissolution of marriage on the same grounds. The wife and the co-respondent named filed answers denying the adultery charged. On 3rd April, 1916, the suits were consolidated by order. On 2nd July, 1916, the husband died on active service as a soldier, leaving a will, and the suits abated. There had been no order made as to the wife's costs. Counsel for the wife submitted that, as neither of the suits had been dismissed, the legal personal representative of the husband was liable for the wife's costs. He cited *Cunningham* v. *Cunningham* (1897, 77 L. T. 405). [SHEARMAN, J.—In that case there was a sum in court before the death of the husband. *Brown* v. *Feeney* (1906, 1 K. B. 563) is in point. In *Re Stillwell, Brodrick* v. *Stillwell* (1916, 1 Ch. 365) the principle is dealt with as applied to alimony. The question is whether, after the abatement of a personal action through the death of a party, an order can be obtained or enforced for the costs of the surviving party against the legal personal representative of the deceased party.] Counsel referred to Lush on Law of Husband and Wife, 3rd ed., p. 428. Counsel for the executrix of the husband was not called upon.

SHEARMAN, J., in the course of his judgment, said that he was quite clear as to what decision he must give. These were two matrimonal suits which were consolidated for hearing. According to the practice the wife would, in the ordinary course, probably get an order for her costs, but in this case, before any application for her costs has been made, the husband died. No authority had been cited to satisfy him that the proceedings which were founded on statute, or rested upon the old ecclesiastical practice, were not personal actions. The result then was, that when one of the parties to it died the action abated. It came to an end. It was dead and buried. The consequence was that no one could come to the court and make an application in the action. There was indeed one exception to that rule, and that was in the case when there were already funds in the court. In *Brown* v. *Feeney* (*supra*) it was held by the Court of Appeal that, although the action was dead, the Court had jurisdiction to deal with funds in its hands. The result, in the present instance of the action having come to an end, was that the wife—the surviving party—could not bring anybody here to listen to her application for costs incurred in the actions, and there was no power in the Court to make an order. He said nothing against the suggestion that she might possibly enforce payment of her costs of suits as necessaries, if she were to take steps elsewhere, but he was satisfied that she could not do so here. The result was that the summons must be dismissed, and as it was served on the executrix of the deceased, her costs must be paid by the applicant.—COUNSEL, *J. H. Watts*, for the wife; *R. M. Middleton*, for the executrix of the husband. SOLICITORS, *Bevan & King*, for the wife; *E. F. & H. Landon*, for the executrix of the husband.

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

TURNER *v.* **TURNER.** Shearman, J. 30th October.

DIVORCE—PETITION—MOTION FOR SUBSTITUTED SERVICE OF PETITION AND CITATION—RESPONDENT ON ACTIVE SERVICE ABROAD—PRACTICE.

Where a respondent to a divorce petition is on active service with His Majesty's Forces out of the country personal service of the petition and citation may be dispensed with, and substituted service by registered letter allowed.

This was a wife's petition for dissolution of marriage on the grounds of her husband's desertion and adultery. The respondent was on active service abroad, and this was a motion for leave for substituted service on him of the petition and citation. Counsel for the petitioner said that the respondent was at present serving on board one of His Majesty's ships at Hong Kong. He had deserted his wife in 1906, two days after his marriage to her, and had lived in adultery with a woman in Japan. The petitioner had applied on motion to one of the registrars in the Vacation, asking for leave for service of the petition and citation by prepaid registered letter, addressed to the respondent on board his ship. The registrar refused, on the ground that he was bound by the decisions in *Mason* v. *Mason* (1915, W. N. 200) and *Lang* v. *Lang* (1915, W. N. 236, 31 T. L. R. 467). If after a service the respondent was to contest the suit, then further proceedings would have to remain in abeyance. But if the respondent had no intention of defending, it would be a great hardship to prevent the petitioner from proceedings. Leave had been granted for the re-hearing of the motion in Court.

SHEARMAN, J., in the course of his judgment, said that this was a motion for leave to effect substituted service of the citation and sealed copy of the petition for divorce by registered letter on the respondent, who was now on active service on one of His Majesty's ships in the Far East. The registrar before whom the motion came in the Vacation had held that he was bound by the cases of *Mason* v. *Mason* (*supra*) and *Lang* v. *Lang* (*supra*). But on looking at the notes of those cases, he found that they both referred to a different matter—namely, the service of decrees for restitution of conjugal rights, those being decrees which ordered the respondents to do something which, in the actual circumstances, it might perhaps be impossible for them to comply with. Under those circumstances it was reasonable that the service of the decree or order should be made the subject of some further application. Here, however, the Court was considering the case of a man who it was alleged had deserted his wife and had committed adultery in Japan. It was conceded that the matter could not rightly be disposed of in his absence if he should intimate his wish to contest the suit. But if nothing short of personal service was to be allowed great injustice might be done. There was certainly an old maxim, *Inter arma silent leges*, but even when war was going on he thought justice could be done. In his view it could be done in such a case as this. That was why he made the order, which was that personal service be dispensed with, and that the respondent be served by prepaid registered letter addressed to him on board his ship. The time for entering an appearance, and which would be notified in the citation, would be one hundred days.—COUNSEL, *J. Harvey Murphy*. SOLICITORS, *Nye, Moreton, & Clowes*.

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

New Orders, &c.

Lord Chancellor's Office, House of Lords,
7th November, 1916.

Rule made by the Lord Chancellor with the concurrence of the Treasury under Section 148, sub-section 1, of the Lunacy Act, 1890.

Orders under the Lunacy Act, 1890, authorizing the deposit with the Treasury on loan under their Scheme B dated 12th August, 1916, and under any similar Scheme hereafter to be promulgated, of any Securities shall be exempt from fees.

The 27th day of October, 1916.

BUCKMASTER, C.

We concur,
GEO. H. ROBERTS,
GEOFFREY HOWARD,
Two of the Lords Commissioners
of His Majesty's Treasury.

War Orders and Proclamations, &c.

The *London Gazette* of 3rd November contains the following :—

1. A Foreign Office Notice, dated 3rd November, that certain specified additions have been made to the lists published as a supplement to the *London Gazette* of 14th August, 1916, of persons to whom articles to be exported to China may be consigned.

2. Two Notices by the Ministry of Munitions, dated 31st October (printed below), (1) requiring particulars to be furnished of coal tar and by-products thereof, and (2) extending the definition of "war material."

3. A Notice that orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring four more businesses to be wound up, bringing the total to 349.

4. An Admiralty Notice to Mariners, dated 30th October (No. 1208 of the year 1916), cancelling various previous Notices, and revising Notice No. 1093 of 1916, relating to England, South-East Coast.

The Notice defines the position of two light-vessels moored in the English Channel off Folkestone, and regulates the traffic in their neighbourhood.

The *London Gazette* of 7th November contains the following :—

5. An Order in Council, dated 6th November (printed below), issuing new Defence of the Realm Regulations.

6. An Order in Council, dated 6th November (printed below), further amending the Aliens Restriction (Consolidation) Order, 1916.

7. An Order in Council, dated 7th November, varying the Statutory List under the Trading with the Enemy (Extension of Powers) Act, 1915, by removing from the United States List : H. Kempner, Cotton Exchange, Galveston, Texas.

8. A Foreign Office Notice, dated 7th November, that certain additions and corrections have been made to the lists published as a supplement to the *London Gazette* of 14th August, 1916, of persons to whom articles to be exported to China and Siam may be consigned.

9. A Notice that orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring seven more businesses to be wound up, bringing the total to 356.

10. A Notice by the Minister of Munitions, dated 6th November (printed below), relating to the manufacture of copper wire.

Manufacture of Tar.

Ministry of Munitions of War,
31st October, 1916.

In pursuance of the powers conferred upon him by Regulation 15 (*c*) of the Defence of the Realm (Consolidation) Regulations, 1914, the Minister of Munitions hereby requires all persons engaged in the production, manufacture, purchase, sale or distribution of any coal tar or coke oven by-products (including in particular tar, carbolic crystals, Benzol, Toluol, Ammoniacal Liquor, and Sulphate of Ammonia) to furnish to the Minister of Munitions such particulars as to output, working of plant, cost of manufacture, sales, deliveries, stock-in-hand, purchases and prices, as may be required on his behalf, such particulars to be furnished in such form and at such intervals as may be required as aforesaid.

The Minister of Munitions further requires that any particulars so furnished shall be verified and authenticated by the signature of the person required to furnish the same, or, where such person is a firm or company, of a partner, director, or other responsible officer.

Extension of War Material.

Ministry of Munitions of War,
31st October, 1916.

In pursuance of the powers conferred upon him by Regulation 30 (A) of the Defence of the Realm (Consolidation) Regulations, 1914, the Minister of Munitions hereby orders that the war material to which the Regulation applies shall include war material of the following classes and descriptions, that is to say :—

Steel hexagons.
Steel rounds and squares (tested).
Steel scrap of the following classes where sold without guaranteed analyses :—
Heavy steel melting scrap.
Steel turnings and borings.

Notice.

All applications for a permit in connection with the above Order should be addressed to the Director of Steel Production, Ministry of Munitions, Whitehall, S.W.

New Defence of the Realm Regulations.

ORDER IN COUNCIL.

[Recitals.]

It is hereby ordered, that the following amendments be made in the Defence of the Realm (Consolidation) Regulations, 1914 :—

1. After Regulation 2E the following regulation shall be inserted :—

"2F. Where in anticipation of the issue of an order or requisition by the Admiralty, or Army Council, or Minister of Munitions under these regulations, the whole or any part of the output of any factory or workshop or any goods have been delivered to or put at the disposal of the Admiralty, or Army Council, or Minister of Munitions, then, if such order or regulation is subsequently made, the output or part thereof or goods shall be deemed to have been delivered or put at the disposal

of the Admiralty, or Army Council, or Minister of Munitions in compliance with such order or requisition."

2. After Regulation 14E there shall be inserted the following regulation:—

"14F. If any British subject, without a special permit issued by or under the authority of a Secretary of State, voluntarily enters any enemy country save in the course of military operations, or fails to comply with any condition subject to which such a special permit has been granted, he shall be guilty of an offence against these regulations.

"In this regulation the expression 'enemy country' shall include any foreign territory in the military occupation of the enemy, but shall not include any territory in the military occupation of His Majesty or His Allies."

3. After Regulation 15C, the following regulation shall be inserted:—

"15D. The occupier of every agricultural holding in Great Britain, if so directed by any general or special order of the Army Council, shall supply such information relating to the holding as may be required by the order, giving such particulars in such form, and at such times, and to such authority or person as may be directed by the order, including particulars as to the cultivation of the holding, the live stock thereon, the persons employed or living thereon, and the persons, who having been employed thereon since the commencement of the war, have joined any of His Majesty's forces; and if any person fails to comply with any order made by the Army Council under this regulation or knowingly gives any false information, he shall be guilty of a summary offence against these regulations.

"For the purposes of this regulation 'agricultural holding' means any piece of land which is wholly agricultural or wholly pastoral, or part agricultural, and as to the residue pastoral, or in whole or in part cultivated for the purposes of the trade or business of market gardening; and 'occupier' includes any person for the time being having the management of the holding."

4. After Regulation 24A the following regulation shall be inserted:—

"24B. On and after the first day of December, nineteen hundred and sixteen, no person shall, without a permit issued by or under the authority of the Admiralty or Army Council, transmit, consign, convey, or export from the United Kingdom to any person in any neutral country in Europe or America, or to any person in any enemy country, any printed or written matter except such as is hereinafter expressly excepted, and the competent naval or military authority, or any person authorized by him, may examine any such matter so transmitted, consigned, conveyed, or exported, or intended to be so transmitted, consigned, conveyed, or exported, and may forward the matter, or any part thereof, to an officer appointed to censor postal correspondence.

"If any person wilfully acts in contravention of this regulation, or if any person fails to comply with any condition, subject to which a permit under this regulation has been granted, he shall be guilty of an offence against these regulations; and if such person is a company, every director and officer of the company shall also be guilty of an offence against these regulations unless he proves that the contravention took place without his knowledge or consent.

"This regulation shall not apply to ship's papers nor to patent specifications sent with the authority of the Board of Trade, nor shall it apply to letters and other postal correspondence, trade circulars and catalogues, bills of lading, invoices and similar trade documents, cheques, bills of exchange and other negotiable or valuable securities, dispatched in accordance with any Post Office regulations for the time being in force.

"For the purposes of this regulation the expression 'enemy country' shall include any territory in the military occupation of the enemy, but shall not include any territory in the military occupation of His Majesty or His Allies, and the expression 'printed and written matter' shall include photographs and other pictorial representations.

"This regulation shall be in addition to and not in derogation of the provisions of any enactment, order, proclamation or regulation, respecting the export of merchandise or trading with the enemy, and shall not prejudice or affect the powers of censoring postal correspondence."

6th November.

New Aliens Restriction Regulations.

ORDER IN COUNCIL.

Whereas by the Aliens Restriction (Consolidation) Order, 1916 (hereinafter referred to as the principal Order), His Majesty, in the exercise of the powers conferred by the Aliens Restriction Act, 1914, has been pleased to impose restrictions on aliens, and to make various regulations for carrying these restrictions into effect:

And whereas the principal Order has been extended and amended by subsequent Orders in Council, and it is expedient further to extend and amend the provisions of the principal Order in manner hereinafter appearing:

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, as follows:—

1. In Article 12 of the principal Order after the word "thereafter" there shall be inserted the words "or so long as the order remains in force," and the following sub-section shall be inserted at the end of that Article:—

"(3) An order made under this Article may, if the Secretary of State thinks fit, specify the time during which the alien is to remain out of the United Kingdom, and may be revoked at any time by a Secretary of State."

2. After Article 17 of the principal Order the following Article shall be inserted:—

"18. The areas specified in the Second Schedule to this Order shall be prohibited areas for the purposes of this Order:

"Provided that—

(a) a Secretary of State may by order, after consulting the Admiralty and the Army Council, add any area to the list of prohibited areas in the said Schedule or remove any area or part of an area from that list, and this Order shall thereupon have effect accordingly; and

(b) where any area contained in the list of prohibited areas in the said Schedule comprises more than one registration district, each of those districts shall be a separate prohibited area; and

(c) where more than one of the areas contained in the said list are comprised in one registration district, the whole of the areas so comprised shall be treated as one prohibited area."

3.—(1) The Article hitherto numbered 18A in the principal Order is hereby revoked, and shall be omitted therefrom.

(2) The Article hitherto numbered 18 shall be numbered 18A, and subsection (2) shall be omitted therefrom.

4. At the end of Article 18C of the principal Order the following subsection shall be inserted:—

"(3) If any alien to whom an identity book has been issued, or who is required to be in possession of an identity book under this Order, fails to produce his identity book when so required by any officer, or by any soldier or sailor engaged on sentry patrol or other similar duty, or by any aliens officer or police constable, he may, without prejudice to any other penalty, be detained pending the making of inquiries as to his identity, and while so detained shall be deemed to be in legal custody."

5. The following Article shall be substituted for Article 27A of the Principal Order:—

"27A. Proceedings for any offence under this Order, or under any Order revoked by this Order, which consists of making or of causing to be made any false statement, false representation, false return, or false information, or of furnishing or of causing to be furnished any false particulars, may be instituted at any time within two months after the statement, representation, return, information, or particulars, as the case may be, was or were discovered to be false."

6. After Article 27A of the principal Order the following Article shall be inserted:—

"27B. For the purpose of the trial of a person for any offence under this Order, the offence shall be deemed to have been committed either at the place in which the same actually was committed or at any place in which the offender may be.

"In Ireland, for the purposes of such trial, a summons may be issued by a justice to a witness who is not within his jurisdiction, and any such summons may in Ireland be issued, served, and enforced in the same manner as a summons to a witness within the jurisdiction of the issuing justice."

7. At the end of Article 35 of the principal order the following paragraph shall be inserted:—

"The provisions of this Article shall apply to orders of the Secretary of State made under this Order varying Article one of, or the first, second or third Schedule to this Order, as they apply to Orders in Council."

8. The amendments set out in the second column of the Schedule to this Order (which relate to matters of minor detail), shall be made in the provisions of the principal Order specified in the first column of that Schedule.

9. The fact that any Article or provision in the principal Order is revoked or directed to be omitted by this Order shall not affect the previous operation of any such Article or provision, or any penalty or

punishment incurred in respect of any contravention or failure to comply with any such Article or provision, or any proceedings or remedy in respect of any such penalty or punishment.

6th November.

SCHEDULE.

MINOR AMENDMENTS OF THE PRINCIPAL ORDER.

Article to be Amended.	Amendments to be made.
18* (1)	For the words "a prohibited area" there shall be substituted the words "any registration district or part of a registration district which is a prohibited area"; and for the words "of the district" there shall be substituted the words "of the registration district."
18B 1)	The words "As from the thirteenth day of March nineteen hundred and sixteen," and the paragraph commencing with the words "If any alien" and ending with the words "in legal custody" shall be omitted; after the words "registration officer" there shall be inserted the words "of the registration district"; for the words "any prohibited area" there shall be substituted the words "any registration district or part of a registration district which is a prohibited area"; in proviso (*a*), for the words "resident and duly registered in a prohibited area" there shall be substituted the words "resident in any such district or part of a district and duly registered" and for the words "that area" there shall be substituted the words "that registration district or part of a registration district."
18B (2)	For the words "a prohibited area," there shall be substituted the words "any registration district or part of a registration district which is a prohibited area, and"; and for the words "for that area" there shall be substituted the words "of the registration district."
19A	For the word "area" there shall be substituted the words "registration district"; and after the words "registration officer" there shall be inserted the words "of that registration district."
20D	For the word "area," there shall be substituted the word "district."
21	In proviso (*a*) for the words "of the district" there shall be substituted the words "of the registration district."
22 (1)	For the words "of the district" there shall be substituted the words "of the registration district"; and for the word "resides" there shall be substituted the words "is resident."
22A	The following omissions shall be made:—in sub-section (1), the proviso; in sub-section (5), the words "After the thirtieth day of March, nineteen hundred and sixteen"; in sub-section (6), the words "on the thirtieth day of March, nineteen hundred and sixteen"; in sub-section (8), the words "as soon as may be after the thirtieth day of March, nineteen hundred and sixteen." In sub-section (6), after the word "shall" where it first occurs there shall be inserted the words "unless he has already sent such notice."
22B	The words "As from and after the first day of October, 1916" shall be omitted.
23 2)	After the word "published" there shall be inserted the words "or distributed"; and for the words "for printing" there shall be substituted the words "for the printing."
25B (2)	For the words "any district" there shall be substituted the words "any registration district."
34 3)	In the proviso, the words "the revocation of Article 2 of the said Order of the thirteenth day of April, nineteen hundred and fifteen, shall take effect only as from the thirteenth day of March, nineteen hundred and sixteen, and that" shall be omitted.

* The reference here is to the Article *hitherto* numbered 18.

Manufacture of Copper Wire.

Ministry of Munitions of War,
6th November, 1916.

The Minister of Munitions gives notice that in exercise of the powers conferred upon him by the Defence of the Realm (Consolidation) Act, 1914, the Defence of the Realm (Amendment) No. 2 Act, 1915, the Defence of the Realm (Consolidation) Regulations, 1914, and all other powers thereunto enabling him, he hereby prohibits as from the date of this Order the manufacture of any copper wire or any cable containing copper, except for the purposes of any of the following contracts or orders for the time being in existence, namely:—

(1) A contract or order to which there shall have been allocated by the Priority Branch of the Ministry of Munitions a reference number and priority classification within Classes "A" or "B" of circular L. 33 as to control of output issued by the Minister of Munitions on the 31st day of March, 1916, or

(2) A contract or order with and bearing the reference number and identification letters of any of the following Departments, namely:—The Admiralty, the War Office, the Ministry of Munitions, and the Post Office.

Sale of Hay and Straw.

The Army Council have issued an order giving the following maximum prices per ton for the sale of hay and oat and wheat straw which a producer may not exceed. They are as follows:—

	Hay.	Oat Straw.	Wheat Straw.
	£ s. d.	£ s. d.	£ s. d.
England	5 10 0	3 0 0	2 10 0
Ireland	4 17 6	2 15 0	2 10 0
Scotland	5 2 6	2 15 0	2 10 0
Isle of Man	4 17 6	—	—

The above prices are deemed to include the price of carting to the nearest railway station, but not the cost of cutting, trussing, tying or baling.

A second schedule gives the following maximum prices per ton which a dealer or distributor may not exceed:—

	Hay.	Oat Straw.	Wheat Straw.
	£ s. d.	£ s. d.	£ s. d.
England	7 10 0	4 10 0	4 0 0
Ireland	6 12 6	4 5 0	4 0 0
Scotland	7 2 6	4 5 0	4 0 0
Isle of Man	6 12 6	—	—

The above prices are deemed to include all costs and charges whatsoever for hay and straw delivered on to the consumer's premises, excepting that where the sale transaction is of less weight than one ton, the extra actual cost of delivery from the dealer's or distributor's premises to the consumer may be charged in addition to the above prices.

Nothing in the order affects the orders already made prohibiting the lifting of hay and straw except under licence.

Societies.

General Council of the Bar.

A revised list of barristers serving in His Majesty's forces has been prepared, and may be obtained gratis on application to the secretary of the General Council of the Bar, 2, Hare-court, Temple, E.C.

Solicitors' Benevolent Association.

The directors held their monthly meeting at the Law Society, Chancery-lane, on the 8th inst., Mr. Wm. C. Blandy (Reading) in the chair, the other directors present being Messrs. G. H. Bower, A. Davenport, W. Dowson, W. E. Gillett, C. Goddard, J. R. B. Gregory, C. G. May, W. A. Sharpe, M. A. Tweedie and W. M. Walters. Grants to the amount of £565 were made to poor and deserving cases, four new members were admitted, and other general business transacted.

Censor's Model Rules for Cinema Films.

Some indication of the lines on which the official censorship of films will work is given, says the *Times*, in a draft series of conditions to be inserted in licences which has been circulated for the consideration of local authorities by the Home Office. The conditions are of a character which should effectively check the exhibition of undesirable pictures and the display of objectionable and morbidly sensational posters advertising films.

The film censorship, it is expected, will be established early in the New Year. It is understood that the draft conditions, if they are approved, will be ordered for insertion by licensing authorities when granting or renewing licences for theatres or halls where cinematograph films are shown.

The model conditions forbid not only films likely to be injurious to morality or to encourage crime, but also any offensive representations

of living persons; and there is an important condition with regard to the lighting of cinema halls.

The text of the conditions is as follows :—

1. No film shall be shewn which is likely to be injurious to morality or to encourage or incite to crime, or to lead to disorder, or to be in any way offensive in the circumstances to public feeling, or which contains any offensive representations of living persons. If the licensing authority serve a notice on the licensee that they object to the exhibition of any film on any of the grounds aforesaid that film shall not be shewn.

2. No film which has not been passed by the Official Board of Censors for exhibition shall be shewn unless three clear days' notice, stating the name and subject of the film, together with a copy of any synopsis or description used or issued in connection with the film, has been given to the licensing authority; and the licensee shall within that period, if the licensing authority so require, exhibit the film to such persons as they may direct.

3. Films which have been passed by the Official Board of Censors and films which have been examined by any persons on behalf of the licensing authority shall be exhibited exactly in the form in which they were passed for exhibition, without any alterations or additions, unless the consent of the licensing authority to such alterations or additions has previously been obtained.

4. No poster, advertisement, sketch, synopsis, or programme of a film shall be displayed, sold, or supplied, either inside or outside the premises which is likely to be injurious to morality or to encourage or incite to crime, or to lead to disorder, or to be in any way offensive in the circumstances to public feeling, or which contains any offensive representations of living persons.

5. Every part of the premises to which the public are admitted shall be so lighted during the whole of the time it is open to the public as to make it possible to see clearly over the whole area.

Young Offenders.

Lord Sandwich presided last Saturday at a conference at Barnett House, Oxford, on the increase of crime among young people since the war.

Mr. C. E. B. Russell (Chief Inspector of Reformatories) said the use of the word "crime" as applied to the greater number of offences committed by these young people was entirely wrong. It was really the misapplied energy of healthy boyhood. Bad housing conditions were responsible for a great deal of the juvenile crime. While harm had been done by certain cinema films, the picture shows were not responsible for all the evil which had been laid to their charge. In dealing with the youthful offender they should always consider the case from the point of view not of punishment, but of prevention. Sometimes a short and sharp punishment was the kindest thing and the most effectual preventive. The question of corporal punishment was in point. This was a matter on which opinions differed, and he was only expressing his personal views. At present a child under fourteen could be whipped when he was dealt with summarily for an indictable offence; boys under sixteen could be ordered to be whipped for a few offences in special circumstances, but only when they were convicted on indictment. Many experienced magistrates thought that they should have wider power of ordering a whipping for petty offences. He fully realized that there was much to be said for liberty from unnecessary restraints, but they must avoid letting liberty become licence, and there was now far too little self-discipline.

In conclusion, Mr. Russell said he thought it was likely the Home Secretary would shortly appoint a small committee composed of representatives of boys' organizations to see whether co-operation could not be brought about.

The Chairman said he was glad Mr. Russell had taken a line in opposition to the talk lately that young England was going to the bad. The primary cause of the trouble was slums and the generally increasing lack of parental control. The falling off in religious training was also largely responsible. He did not object to the birch from any idea that it was hardening, but he thought physical punishment tended to turn a boy into a hero. He himself was birched once at school, and he was made a most tremendous hero.

The Deportations from the Territories Occupied by Germany.

The following will appear in the next number of *International Law Notes*:—

In connection with the note on this subject which appears on page 170, we would call attention to the article appearing in the *Times* (London) of Wednesday last (8th November) under the heading "Slave Raids in Belgium," "An Appeal to Neutrals," also to the important leading article on the subject which appears in the same number.

That terrible suffering is inflicted on the innocent civil population of the Belgian occupied territories is apparent, but although all humane people would deplore this, such suffering does not concern this periodical. "War is War." If, however, in inflicting this suffering Germany is committing a breach of international law, then the matter is essentially one which comes within the province of this periodical to deal with.

Up to the time of going to press the opinions of eminent lawyers that we have as yet received confirm the view that in acting as Germany is, she is so doing in derogation of international law—and the leading article in the *Times* obviously puts forward the same view. It is admitted that unfortunately international law has, using the technical phrase, no sanction to enforce its observance, and we can but recognize the difficult position occupied by the neutral countries: they may protest, but their action is practically almost necessarily restricted to that. There is, however, *one* Power which is in a position not only to protest but to, if necessary, enforce such protest—the Vatican.

The Pope has the command of very potent weapons, spiritual weapons, in name and in fact, but none the less powerful weapons. We would therefore appeal to the Supreme Pontiff to at once take steps to inform himself of what is the law, and if he is convinced that a flagrant breach of the law of nations has been committed, not only to protest, but, if necessary, to enforce his protest by action. If it should be necessary, in order to prevent these breaches of international law (should the Pope be advised that they are such), to exercise those spiritual weapons which are at his disposal, we venture to think that such action would meet with the approbation of all Christendom. We would only add, in closing this appeal, that as things are, so far as international law is concerned, the most fitting defender of such law is the Pope.

The New United States Supreme Court Judge.

ASSOCIATE JUSTICE CLARKE.

We take the following from "Case and Comment" for October :—

The vacancy on the bench of the Supreme Court of the United States, arising from the resignation of Mr. Justice Hughes, has been filled by the appointment and confirmation of Judge John Hessin Clarke, of Clevelend, Ohio. The appointee was judge of the district court for the northern district of Ohio, and is fifty-nine years of age.

Judge Clarke is a bachelor. The only other bachelor on the Supreme bench is Associate Justice James C. McReynolds, who was Attorney-General of the United States when he was appointed to the highest tribunal. Bachelors are few and far between in the history of the Supreme Court. Justice Moody, President Roosevelt's Attorney-General, who was obliged to retire from the bench on account of ill-health, was the last bachelor before the appointment of Mr. McReynolds.

The White House issued this sketch of Judge Clarke :—

"John Hessin Clarke was born at Lisbon, Ohio, 18th September, 1857; was graduated at Western Reserve University in 1877, and was admitted to the Ohio bar in 1878. Up to the time of his appointment as district judge, in 1914, he practised law in all the courts of Ohio, having a large and varied practice.

"In politics he has been a life-long Democrat, having run against Mark Hanna for the United States Senate in 1903. He has been conspicuous in progressive movements in Ohio and in the country.

"He has been for some time the president of the Joint Ballot League of Ohio. Judge Clarke has devoted the leisure of his life to wide reading, so that he is a man of broad and varied culture, and probably the most gifted orator in Ohio. Since he has been district judge in Cleveland he has taken special interest in the naturalization and Americanization of foreign-born citizens."

The appointment of Judge Clarke to succeed New York's only representative on the Supreme Court bench has left that State without representation—a situation which has not existed for many years.

Judge Clarke has been notably active in the promotion of measures designed to further the interests of the people. "He will," says the Cleveland Plain Dealer, "take to the nation's highest court a sympathy with the aspirations of the average man, woman, and child."

Law Students' Journal.

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on 18th and 19th October, 1916:—

Burchell, Tufnell Charles	Norton, Leopold Gerard
Dickinson, Geoffrey Garbutt	Preston, Charles Edmund
Elmhirst, John	Reynolds, Felix Cossey
Harris, Joseph Grahame	Shepherd, James Albert
Hayes, Reginald	Whatley, Charles Lawson
Kenshole, Thomas Reginald	Yeo, Henry
Morris, David Stanley	

No. of candidates, 17; passed, 13.

By Order of the Council,
E. R. Cook, Secretary.

Law Society's Hall, Chancery-lane, London, W.C.
3rd November, 1916.

Obituary.

Mr. E. D. Purcell.

We regret to record the death, on the 3rd inst., of Mr. E. D. Purcell, who was well known as a practitioner at the Central Criminal Court. Mr. Purcell, says the *Times*, was called to the Bar by the Middle Temple in 1875, and he joined the South-Eastern Circuit. He used to say that he adopted his profession quite by an accident which placed Mr. Serjeant Cox's book, "The Advocate," in his hands; and he began work among the "new generation" of "Old Bailey barristers," which then included Montagu Williams, Douglas Straight—afterwards a judge in India, and on his retirement editor of the *Pall Mall Gazette*—and Warner Sleigh, son of Serjeant Sleigh. Purcell himself published recently a book entitled "Forty Years at the Criminal Bar," which contains many interesting notes on advocates and judges in the earlier days of his career. He describes the changes in crime and criminals during the period of which he writes, pointing to the decline in robberies with violence and "the pre-eminent vitality of the confidence trick." His book contains many anecdotes, but the following one, which was published in the *Times* of 9th June, 1913, may be recalled:—"A theft was committed on Saturday morning from Mr. E. D. Purcell, the barrister, who was on his way to the courts. At the Oxford-circus 'Tube' Station Mr. Purcell was followed by pickpockets, and after a 'hustle' organized by them he found he had lost a valuable presentation gold watch. At the Middlesex Sessions subsequently the chairman expressed his sympathy with Mr. Purcell, who was present, saying that he should have been the last to have such an experience. This remark caused considerable laughter, as Mr. Purcell had defended a great number of pickpockets. Mr. Purcell replied that he thought it was very ungrateful, but he was optimistic enough to believe that he would get the watch back. As a matter of fact, a few years ago, when he was made the object of similar attentions by pickpockets, one of the men looked up and recognized him. 'Oh, it's a pal,' he remarked, and Mr. Purcell's watch was left intact."

Qui ante diem periit,
Sed miles, sed pro patria.

Lieutenant George M. Hoste.

Lieutenant George Michael Hoste, London Regiment, was the elder son of Mr. George H. Hoste, J.P., and Mrs. Hoste, late of Hampstead, and now of Ingoldisthorpe, The Bartons, Dawlish. Born in 1886, he was educated at the Grammar School, Thetford, Norfolk, and at Haileybury. While employed in the Estates Duty Department of the Inland Revenue Office he served for nine years in the ranks of the Civil Service Rifles. When permitted, in July, 1915, he rejoined, and was at once given a commission, and was sent abroad last March. In May he was specially promoted lieutenant. He was killed on 7th October, being at that time in temporary command of a company.

Second Lieutenant William S. Harrison.

Second Lieutenant William Stanford-Bennett Harrison, Loyal North Lancashire Regiment, the only son of Councillor W. J. Harrison, A.M.I.C.E., of Westover-road, Wandsworth Common, was killed on 7th July while gallantly leading his men in a successful charge. He passed his "Final" with honours in 1913, and was admitted in the same year and commenced practice at 3, Arundel-street, W.C., He joined the Artists' Rifles in 1913, but was unable to join the battalion on mobilization on account of two severe operations. On recovery he was given a commission in January, 1915, and was sent to the front in November of the same year. His colonel writes:—"He was a first-rate soldier, and I always felt I could entirely rely upon him in any emergency."

Second Lieutenant Alfred H. Fry.

Second Lieutenant Alfred Harold Fry, London Regiment, fourth son of Mr. and Mrs. F. J. Fry, of Cricket St. Thomas, Chard, died on 30th October of wounds received on 10th October. He was educated at Harrow and at King's College, Cambridge, of which he was a Foundation Scholar. He was bracketed 16th Wrangler in 1907, and was called to the Bar at Lincoln's Inn in 1911. Before the war he served in the Inns of Court O.T.C., and in March, 1915, received a commission in the London Regiment. He had been at the front since December, 1915. He married Margaret, eldest daughter of Mr. Carbery and Lady Henrietta Evans.

Legal News.

Appointments.

Mr. J. R. Jordan, solicitor, Bala, was appointed in June Clerk to the Bala Board of Guardians, in succession to the late Mr. John Roberts Jones. Mr. Jordan was admitted in 1899.

Changes in Partnerships.

Dissolution.

Alleyne Brown, Frederick William Brown and Arthur Quayle, solicitors (Brown, Brown & Quayle), 11, St. George's-place, Lord-street, Southport. 19th October. The said Frederick William Brown and Arthur Quayle will continue to carry on the said business in partnership under the style or firm of Brown, Brown & Quayle. [*Gazette*, Nov. 3.

General.

Lady Bucknill has presented a set of five altar candlesticks to Epsom Parish Church in memory of her husband, the late Sir Thomas Bucknill.

Lady Wright, of Sevenhampton Manor, Andoversford, Glos., widow of Sir R. S. Wright, a Judge of the High Court of Justice, left unsettled estate of gross value £4,551.

Mr. Joseph George Joel, aged ninety-two, of Ashfield Tower, Gosforth, Northumberland, and of Newcastle, probably the oldest practising solicitor in the country, left estate of gross value £65,112.

In the House of Commons on the 8th inst. Mr. Asquith informed Sir J. Lonsdale that the Government will not proceed further with the Special Register Bill until after the discussion on the larger questions.

In the House of Commons on the 2nd inst. Mr. Pretyman, answering Sir H. Dalziel, who asked if he would state what was the basis of remuneration on which the controllers and liquidators of enemy firms and companies were employed; were they all employed on the same conditions; and would he lay a copy of the agreements upon the table of the House, said:—Supervisors and controllers of enemy businesses are remunerated on the basis of the time actually occupied in the work at the rate of £5 5s. a day for principals, £1 11s. 6d. a day for chief clerks, and 16s. a day for other clerks. An increased rate has been allowed in a few exceptional cases, and in some other cases a special fee may be paid. No formal agreements have been entered into, but the controllers are informed by letter of the scale of remuneration. Mr. Booth: Is not their remuneration greater according to the length of time they take? Mr. Pretyman: According to the time they take in actually doing the work. The work is measured by the hour, and not

by the number of weeks or months that elapse before the work is completed, which is quite a different thing.

In the House of Commons on the 2nd inst. Mr. Hayes Fisher, replying to Mr. Anderson, who called attention to complaints of delay in dealing with hard cases by the Civil Liabilities Commissioners, said:—Additional Commissioners have been appointed, as the increasing numbers of applications have shown this to be necessary, and since the commencement of the scheme twenty-six new Commissioners have been appointed, making a total number of Commissioners of ninety-nine. As I stated on 17th October, in the few areas in which delay has arisen, owing to the exceptionally large numbers of applications, the arrears are being rapidly overtaken. The Commissioners had received 107,000 applications up to 31st October; they have already dealt with over 86,500.

At Croydon Police Court on the 4th inst. Constantine and Florrie Ferrari, aged respectively ten and nine years, and William Bull, aged nine, were charged with breaking open a safe and stealing £30 in cash and a watch, the property of the Ferraris' father, a Swiss waiter. The safe was broken open with a chisel and a flat-iron. Each of the children then took out a handful of gold, £9 and some jewellery being left behind, with a note bearing the words, "We leave you this." The children went by train to Wimbledon and visited a picture palace at Earlsfield, after which they had some long tram rides, and managed to escape the notice of the police until nearly midnight. When stopped they said that they had just come from the railway station after seeing their father off to the front. From their pockets £27 in cash was recovered, and each child was found to have an electric torch. Two of the children were put on probation on condition that they should cease going to cinemas, and the third was bound over.

"A Country Registrar," in a letter to the *Times* (8th inst.), says:—The Registration of Business Names Bill will be of great service to the business community, and at very little cost, if only its provisions are co-ordinated with existing machinery and the registered information is made accessible in every local area as well as at a central office, like the Companies Registration Office. The machinery of the county courts exists throughout the land. It should not be difficult, and should cost little, to constitute the office of each court as the registry for its own local district, with the obligation to forward a duplicate of every entry forthwith to the central office. The occasion of an artificial firm's name becoming of interest is usually when its debts are unpaid. It would obviously be most convenient for the creditor, or his agents and advisers, to have the registered information available at the same place where they set in motion the process for recovering payment. If, on the other hand, this information were only procurable at a central office, the register would, except in London, have a much diminished practical value.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Neville.	Mr. Justice Eve.
Monday Nov. 13	Mr. Jolly	Mr. Farmer	Mr. Church	Mr. Bloxam
Tuesday 14	Greswell	Synge	Farmer	Jolly
Wednesday .. 15	Bloxam	Church	Goldschmidt	Synge
Thursday 16	Goldschmidt	Greswell	Leach	Farmer
Friday..... 17	Leach	Jolly	Borrer	Church
Saturday 18	Borrer	Bloxam	Greswell	Goldschmidt

Date.	Mr. Justice Sargant.	Mr. Justice Astbury.	Mr. Justice Younger.	Mr. Justice Peterson.
Monday Nov. 13	Mr. Goldschmidt	Mr. Greswell	Mr. Borrer	Mr. Synge
Tuesday 14	Bloxam	Church	Leach	Borrer
Wednesday .. 15	Farmer	Leach	Greswell	Jolly
Thursday 16	Church	Borrer	Jolly	Bloxam
Friday..... 17	Greswell	Synge	Bloxam	Goldschmidt
Saturday 18	Leach	Jolly	Synge	Farmer

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Oct. 27.

FELTOR & SMITH, LTD.—Creditors are required, on or before Nov 27, to send their names and addresses, and the particulars of their debts or claims, to Arthur Cleveland, 22, Basinghall st, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Oct. 31.

WATSON BROTHERS, LTD. (WEMBLY).—Creditors are required, on or before Dec 1, to send their names and addresses, and particulars of their debts or claims, to Frederic William Davis, 95-97, Finsbury pvmt, or William Walter Read, 44, Gresham st, liquidators.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Nov. 3.

GENERAL ENGINEERING ACCESSORIES LTD. (IN LIQUIDATION).—Creditors are required on or before Dec. 9, to send their names and addresses, with particulars of their debts or claims, to Henry Chapman, 120, Blackfriars road, liquidator.

MARTINDALES, LTD.—Creditors are required, on or before Nov. 25, to send their names and addresses, and the particulars of their debts or claims, to Arthur George Oldam, 30, The Temple, Dale st, Liverpool, liquidator.

TRINITY GOLD PLACER MINING SYNDICATE (1906) LTD.—Creditors are required, on or before Dec 13, to send their names, their addresses and descriptions, and full particulars of their debts or claims, to Augustus Turner, Brook House, 10-11, Walbrook, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Nov. 7.

MIDDLEHAM GAS AND COKE CO, LTD.—Creditors are required, on or before Dec. 1, to send their names and addresses, and the particulars of their debts or claims, to Robert William Robinson, Kiraga e, Middleham, Yorks, liquidator.

NORTHERN AIRCRAFT CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to Mr. Robert Henry Newton, 90, Pilgrim st, Newcastle upon Tyne, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Oct. 27.

Richmond Rubber Co, Ltd.
Transparent Glue Co, Ltd.
Angelo Exclusives, Ltd.
N. B. Exclusives, Ltd.
S. Hays, Ltd.
J. A. Allen, Ltd.
Dale & Stone, Ltd.
George Hedley & Co, Ltd.
Wessex Publishing Co, Ltd.
Alliance Home Supply Co, Ltd.
A. I. Features and Exclusives (1914), Ltd.
Southend Joy Wheel, Ltd.
Rodrigues & Co, Ltd.
Westminster Palace Hotel Co, Ltd.
Anglo Australasian Steam Navigation Co, Ltd.
Films, Ltd.
James R. Black & Co, Ltd.

Winding-up of Enemy Businesses.

London Gazette.—FRIDAY, Oct. 27.

ALBERT HUGO NICKLAS.—Creditors are required to send, by prepaid post, on or before Nov 28, full particulars of their debts or claims, to John William Barratt, 19A, Coleman st, controller.

GREAT EASTERN PAPER COMPANY, FRITZ SCHOENTHAL and F. SCHOENTHAL & CO.—Creditors are required to send, by prepaid post, on or before Nov 30, full particulars of their debts or claims to Sydney George Clode, 48, Gresham st, controller.

GEORGE LEVY and LEOPOLD SOICHER.—Creditors are required to send, by prepaid post, on or before Nov 7, full particulars of their debts or claims to Geoffrey Bostock, 21, Ironmonger ln, controller.

SIMON MENZEL.—Creditors are required to send, by prepaid post, on or before Nov 7, full particulars of their debts or claims to Geoffrey Bostock, 21, Ironmonger ln, controller.

UNITED CARBORUNDUM & ELECTRITE WORKS, LTD.—Creditors are required, on or before Nov 27, to send their names and addresses, and the particulars of their debts or claims, to Mr. Charles Eves, 62, New Broad st, controller.

London Gazette.—TUESDAY, Oct. 31.

AERATED CANDY CO, LTD.—Creditors are required to send, on or before Nov 30, by prepaid post, full particulars of their debts or claims, to Mr. James Henry Stephens 6, Clement's ln, controller.

AKTIEN GESELLSCHAFT FUR KORBWAREN UND KINDERWAGEN INDUSTRIE HOURDEAU-BERGMANN, Jewin st.—Creditors are required, on or before Nov 15, to send full particulars of their debts or claims, by prepaid post, to Mr. B. Dennett Holroyd, 6, Great Winchester st, controller.

BERKEFELD FILTER CO, LTD.—Creditors are required, on or before Nov 27, to send, by prepaid post, full particulars of their debts or claims to G. M. Robinson, 3, Raymond bldgs, Gray's inn, controller.

F. W. MOELLEN-KAMP & CO.—Creditors are required, on or before Nov 9, to send, by prepaid post, full particulars of their debts or claims to Claude Edward Barker, 21, Finsbury pvmt, controller.

MAX KORITSCHAN & Co, LTD.—Creditors are required, on or before Nov 27, to send, by prepaid post, full particulars of their debts or claims, to G. M. Robinson, 3, Raymond bldgs, Gray's inn, controller.

GROEDEL BROTHERS STEAMSHIP CO, LTD.—Creditors are required, on or before Dec 2, to send their names and addresses, and the particulars of their debts or claims, to Stanley Frederick Stephens, 4, 5 and 6, Great St. Helen's, controller.

BRITISH WASTE PAPER SYNDICATE, LTD.—Creditors are required, on or before Dec 2, to send, by prepaid post, full particulars of their debts or claims, to John Douglas Stewart Bogle, 3, Great St. Helens, controller.

JOHANN FABER, LTD.—Creditors are required to send, by prepaid post, on or before Nov 30, full particulars of their debts or claims to John Cooper, of Cooper, Scott & Co, 54, New Broad st, controller.

JAENNCKE PRINTING INK CO, LTD.—Creditors are required, on or before Nov 30, to send, by prepaid post, full particulars of their debts or claims, to John Cooper, of Cooper, Scott & Co, 54, New Broad st, controller.

SUBURBAN ELECTRIC THEATRES, LTD.—Creditors are required, on or before Dec 2, to send, by prepaid post, full particulars of their debts or claims to John Douglas Stewart Bogle, 3, Great St. Helens, controller.

N S U MOTOR CO, LTD.—Creditors are required, on or before Nov 21, to send their names and addresses and the particulars of their debts or claims, to Charles Comins, 50, Cannon st, controller.

W. SUABEDISSEN, LTD.—Creditors are required, on or before Nov 27, to send, by prepaid post, full particulars of their debts or claims, to G. M. Robinson, 3, Raymond bldgs, Gray's inn, controller.

London Gazette.—FRIDAY, Nov. 3.

BALASHOL BELTING CO, LTD, Sunderland.—Creditors are required to send by post, on or before Dec. 11, to William Swan, 31, Mosley st, Newcastle upon Tyne, controller.

R. DOLBERG-PORTABLE RAILWAYS, Balfour House.—Creditors are required, on or before Dec. 7, to send, by prepaid post, their names, addresses and full particulars of their debts or claims, to William Hancock, 90 and 91, Queen st, Cheapside, controller.

F. GUENTER & Co, 4, Union st, Borough.—Creditors are required, on or before Dec 5, to send their names and addresses, and particulars of their debts or claims, to A. A. Veatman, 2, Coleman st, controller.

A. HARRICHT, 11, Nelson st, Bradford.—Creditors are required, on or before Nov. 30, to send their names and addresses, and particulars of their debts or claims, to J. Hartley Blackburn, 24, Bank st, Bradford, controller.

HERMANN SPITZ, Bradford.—Creditors are required, on or before Nov. 30, to send their names and addresses, and particulars of their debts or claims, to J. Hartley Blackburn, 24, Bank st, Bradford, controller.

HORST Co, 18, Southwark st.—Creditors are required, on or before Dec. 12, to send their names and addresses, and the particulars of their debts or claims, to R. J. Knight, 3, Raymond bldgs, controller.

W. KAUFMANN.—Creditors are required, on or before Dec. 4, to send by prepaid post their names and addresses and descriptions, with full particulars of their debts or claims, to George Lord, Esq., Capel House, 62, New Broad st, controller.

REICHE & Co, Bradford.—Creditors are required, on or before Nov. 30, to send their names and addresses, and particulars of their debts or claims to J. Hartley Blackburn, 24, Bank st, Bradford, controller.

London Gazette.—TUESDAY, Nov 7.

A. E. G. ELECTRIC Co, LTD, Caxton House, Westminster.—Creditors are required, on or before Nov 30, to send their names and addresses, and particulars of their debts or claims, to Maurice Jenks, 5, Old Jewry, controller

ELECTRICAL Co, LTD., 122-124, Charing Cross rd.—Creditors are required, on or before Nov 30 to send their names and addresses, and particulars of their debts or claims, to Maurice Jenks, 6 Old Jewry, controller

A. E. G. ELECTRICAL Co OF SOUTH AFRICA, LTD., Caxton House.—Creditors are required, on or before Nov 30, to send their names and addresses, and particulars of their debts or claims, to Maurice Jenks, 6, Old Jewry, controller.

MORITZ FELDMAN (ANGLO-ORIENTAL AGENCY), New st, Bishopsgate.—Creditors are required, on or before Dec 11, to send their names and addresses, and particulars of their debts or claims, to Horace Evelyn Sier, 99, Cheapside, controller

LOCHNER & HORKHEIMER, 10, Golden sq.—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to Sidney J. Field, 17, Shaftesbury av, controller.

RICHARD FERLS & Co., 98, Fore st.—Creditors are required, on or before Dec 11, to send their names and addresses, and particulars of their debts or claims, to Horace Evelyn Sier, 99 Cheapside, controller.

STOLLWERCK BROTHERS, LTD, 14-18, Nile st.—Creditors are required, on or before Dec 14, to send by prepaid post, full particulars of their debts or claims to Charles James Fox, 45, London Wall, controller

Bankruptcy Notices.

London Gazette.—TUESDAY, Oct. 31.

ADJUDICATIONS.

BIBOLINI, IGINO, Witham, Essex, Currier Chelmsford Pet Oct 27 Ord Oct 27

BROTHWELL, ALFRED WILLIAM, Wombwell, Yorks Benzol Rectifier Barnsley Pet Oct 27 Ord Oct 27

CANN, TOM, Abbotskerswell, nr Newton Abbot, Baker Exeter Pet Oct 26 Ord Oct 26

CATTERMOLE, JOHN CHARLES WALKER, Liskeard, Baker Plymouth Pet Oct 2 Ord Oct 27

COCKSEDGE, EDMUND, Hadleigh, Suffolk, Miller Ipswich Pet Sep 4 Ord Oct 28

DAVIES, DANIEL, Aberayron, Cardigan, Grocer Aberystwyth Pet Oct 25 Ord Oct 25

ELLIS, ENOCH, Llandudno, Grocer's Assistant Bangor Pet Oct 27 Ord Oct 27

GIBBY, THOMAS BOWEN, Ross, Hereford, Dairyman Hereford Pet Oct 28 Ord Oct 28

HOW, JOHN WALTER, Burton on Trent, Hay and Corn Merchant Burton on Trent Pet Oct 27 Ord Oct 27

KITTS, FRANCIS GERALD, Mark In, Corn Merchant High Court Pet Sept 6 Ord Oct 27

LOCK, E A, Littleport, Isle of Ely, Cambs, Grocer Cambridge Pet July 25 Ord Oct 25

REANEY, JOSEPH WILLIAM, Heeley, Sheffield, Table Knife Cutler Sheffield Pet Oct 26 Ord Oct 26

WHATLEY, BENJAMIN, Sheffield, Painter Sheffield Pet Oct 28 Ord Oct 28

Amended Notice substituted for that published in the London Gazette of Sept 26:

POPE, THOMAS HENRY GRANVILLE, and WILLIAM DOUGLAS TANNER, Oulton Broad, Suffolk, Yacht and Boat Builders Great Yarmouth Pet Sept 15 Ord Sept 21

London Gazette.—FRIDAY, Nov. 3.

RECEIVING ORDERS.

BAILEY, FREDERICK CHARLES, Luton, Straw Hat Manufacturer Luton Pet Oct 30 Ord Oct 30

BISHOP, LAWRENCE COLLIN, Hornsey In High Court Pet Sept 22 Ord Oct 30

BOYCE, ANNIE, Bury St Edmunds Bury St Edmunds Pet Nov 1 Ord Nov 1

COLLING, FREDRICK, Manchester, Shirt Manufacturer Manchester Pet Sept 23 Ord Nov 1

CROWTHER, LYONS JOHN, Birmingham, Mechanical Engineer Birmingham Pet Nov 1 Ord Nov 1

DAVIES, EDWARD, Maesteg, Glam, Colliery Repairer Cardiff Pet Oct 31 Ord Oct 31

FURLONG, JOHN, Bodorgan, Licensed Victualler Bangor Pet Oct 31 Ord Oct 31

HONEY, RICHARD JOHN, Liskeard, Coal Merchant Plymouth Pet Oct 12 Ord Oct 30

JENKINS, CECIL, Windsor, Tobacconist Windsor Pet Oct 30 Ord Oct 30

MAYHEW, FREDERICK GEORGE, Saxmundham, Solicitor Ipswich Pet Oct 31 Ord Oct 31

SHORSMITH, WILLIAM HENRY, and DAVID JOHN DAVIES, Llanelly, Builders Carmarthen Pet Oct 20 Ord Oct 30

STONES, JOHN THOMAS, Birmingham, Tobacconist West Bromwich Pet Nov 1 Ord Nov 1

WALKER, FRED, Kingston upon Hull, Hairdresser Kingston upon Hull Pet Oct 31 Ord Oct 31

WINTER, ELIZABETH SAXTON, Ealing Brentford Pet Nov 1 Ord Nov 1

Amended Notice substituted for that published in the London Gazette of Oct. 31:

BIBOLINI, IGINO, Witham, Essex, Courier Chelmsford Pet Oct 27 Ord Oct 27

FIRST MEETINGS.

BISHOP, LAWRENCE COLLIN, Hornsey In Nov 13 at 12 Bankruptcy bldgs, Carey st

BROTHWELL, ALFRED WILLIAM, Wombwell, Yorks, Benzol Rectifier Nov 10 at 10.30 Off Rec, County Court Hall, Regent st, Barnsley

CANN, TOM, Abbotskerswell, Newton Abbot, Baker Nov 13 at 11 Off Rec, 9, Bedford cir, Exeter

CARY, W. R. Beeston, Notts Nov 15 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

DAVIES, DAVID JOHN, Llangynwd, Glam, Farm Labourer Nov 13 at 12 Off Rec, 117, St Mary st, Cardiff

GILLESPIE, GEORGE ARTHUR, West Bridgford, Notts, Cycle Repairer Nov 13 at 11 4, Castle pl, Park st, Nottingham

GRIBBIN, WILLIAM HENRY, and HAROLD AUSTIN UNSWORTH, Manchester, Engineers Nov 10 at 3 Off Rec, Byrom st, Manchester

JOHNSON, ASHTON ERNEST, Cratfield, Suffolk, Grocer Nov 11 at 12.30 Off Rec, 8 King st, Norwich

MAYHEW, FREDERICK GEORGE, Saxmundham, Solicitor Nov 13 at 2 Bell Hotel, Saxmundham

REANEY, JOSEPH WILLIAM, Heeley, Sheffield Table Knife Cutler Nov 10 at 12 Off Rec, Figtree ln, Sheffield

WALKER, FRED, Kingston upon Hull, Haidresser Nov 14 at 11.30 Off Rec York City Bank chmbrs, Lowgate, Hull

WHATLEY, BENJAMIN, Sheffield, Painter Nov 10 at 12.30 Off Rec, Figtree ln, Sheffield

Amended Notice substituted for that published in the London Gazette of Oct. 27:

CARTMAN, WILLIAM HENRY, Harrogate, Plumber Nov 7 at 3.30 Off Rec, The Red House, Duncombe pl, York

Amended Notice substituted for that published in the London Gazette of Oct. 31:

ROGERS, FRANK THOMAS, HERBERT EDWARD ROGERS, and ROSE ELIZABETH ROGERS, Sevenoaks, Kent, Butchers Nov 9 at 2.30 Off Rec, 12A, Marlborough pl, Brighton

ADJUDICATIONS.

BAILEY, FREDERICK CHARLES, Luton, Straw Hat Manufacturer Luton Pet Oct 30 Ord Oct 30

BELL, CHARLES MALCOLM, Cursitor st, Chancery ln, Bookbinder High Court Pet June 7 Ord Nov 1

BOYCE, ANNIE, Bury St Edmunds Bury St Edmunds Pet Nov 1 Ord Nov 1

DAVIES, DAVID JOHN, Llangynwd, Glam, Farm Labourer Cardiff Pet Oct 12 Ord Oct 31

DAVIES, EDWARD, Maesteg, Glam, Colliery Repairer Cardiff Pet Oct 31 Ord Oct 31

EARLE, THOMAS RICHARD, Shawfield st, Chelsea, Motor Engineer High Court Pet Aug 30 Ord Oct 31

FRANCIS, HARRY COE, Costessey, Norfolk, Farmer Norwich Pet Oct 7 Ord Nov 1

FURLONG, JOHN, Bodorgan, Anglesey, Licensed Victualler Bangor Pet Oct 31 Ord Oct 31

GECHINSKI, ISAAC, Ladbroke gr, Notting Hill High Court Pet Sept 26 Ord Oct 31

GILLESPIE, GEORGE ARTHUR, Bridgford, Notts, Cycle Repairer Nottingham Pet Sept 29 Ord Oct 31

JENKINS, CECIL, Windsor, Tobacconist Windsor Pet Oct 30 Ord Oct 30

MAYHEW, FREDERICK GEORGE, Saxmundham, Solicitor Ipswich Pet Oct 31 Ord Oct 31

STONES, JOHN THOMAS, Birmingham, Tobacconist West Bromwich Pet Nov 1 Ord Nov 1

WALKER, FRED, Kingston upon Hull Hairdresser Kingston upon Hull Pet Oct 31 Ord Oct 31

WINTER, ELIZABETH SAXTON, Ealing Brentford Pet Nov 1 Ord Nov 1

Amended Notice substituted for that published in the London Gazette of Oct. 31:

BIBOLINI, IGINO, Witham, Essex, Courier Chelmsford Pet Oct 27 Ord Oct 27

London Gazette.—TUESDAY, Nov. 7.

RECEIVING ORDERS.

BAYLIS, EDGAR ALEXANDER, The Guildhall High Court Pet Aug 11 Ord Oct 24

DODGE, GILBERT, Maiden Newton, Dorset, Baker Dorchester Pet Nov 1 Ord Nov 1

MASON, HAROLD STORER, Sheffield, Commercial Clerk Sheffield Pet Nov 2 Ord Nov 2

MASON, HEBER JONATHAN, Harrogate, Drug Store Proprietor York Pet Nov 3 Ord Nov 3

MELLOR, ENOCH, New Mills, Derbyshire, Coal Manager Stockport Pet Nov 1 Ord Nov 1

SAUNDERS, H, Ingestre pl, Golden sq, Dealer in Films High Court Pet Sept 8 Ord Oct 26

SAVILLE, JOHN EDWARD, Wombwell, Yorks, Plumber Barnsley Pet Nov 2 Ord Nov 2

SHARRARD, ALBERT, Sheffield, Journeyman Buffer Sheffield Pet Nov 4 Ord Nov 4

SURIE, JOHN WILLIAM, Golder's Green High Court Pet Sept 8 Ord Nov 2

WALKEY, THOMAS PAYNE, High st, Kingsland, Tailor High Court Pet Oct 14 Ord Nov 3